

Ref. No. \_\_\_\_\_

**TITLE CERTIFICATE**

This is to certify that under instructions from our client, **WADHWA GROUP HOLDINGS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 and having its registered office at 301, Platina, 3<sup>rd</sup> Floor, Plot No.C-59, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051 (hereinafter referred to as "**Wadhwa**"), we have conducted an investigation of title of (i) **SHRI. NARAYAN GOPALJI CHAUHAN**, (ii) **SMT. BHAGYALAXMI NARAYAN CHAUHAN** and (iii) **SHRI. YASHRAJ NARAYAN CHAUHAN** all of Mumbai Indian Inhabitants residing at 1502, Vision Crest, D. S. Babrekar Marg, Dadar, Mumbai 400 028 (hereinafter referred to as "**the Owners**") in respect of **the said Larger Property** (defined hereinbelow) and have also conducted an investigation of title of Wadhwa as "Developer" relating to the development rights in respect of "**the said Property**" (defined hereinbelow) granted by the Owners to Wadhwa under the Second Development Agreement dated 28<sup>th</sup> June, 2017 (defined hereinbelow) entered into between the Owners (therein referred to as the Owners) of the One Part and Wadhwa (therein referred to as the Developer) of the Other Part and duly registered with the Office of the Joint Sub-Registrar Mumbai City-III under Serial No.BBE3/136/2018 on 17<sup>th</sup> January, 2018.

**FOR THE PURPOSE OF THIS CERTIFICATE:**

- A. We have perused photocopies of the documents described in the **FIFTH SCHEDULE** hereunder written furnished to us by Wadhwa;

- B. We have conducted independent searches/investigations in respect of the said Larger Property (defined hereinbelow and more particularly described in the **FIRST SCHEDULE** hereunder written) and have relied upon the Search Reports dated (i) 22<sup>nd</sup> February, 2010, (ii) 20<sup>th</sup> March, 2014, (iii) 21<sup>st</sup> October, 2014 and (iv) 30<sup>th</sup> October, 2017 issued by Mr. Eknath S. Gaokar, Title Investigator. The search taken in the concerned Sub-Registries is subject to the availability of records and the state and condition of certain records being torn and mutilated, we shall not be held responsible for any consequence arising on account of non-availability of records and/or on account of records being torn and mutilated;
- C. We have caused public notices to be issued in two local newspapers i.e. The Free Press Journal (English) and The Mumbai Samachar (Gujarati) both on 22<sup>nd</sup> May, 2018 inviting claims, if any, from third parties against the Owners and Wadhwa pertaining to the said Larger Property (defined hereinbelow and more particularly described in the **FIRST SCHEDULE** hereunder written) and have not received any claims and/or objections in response thereto;
- D. Procured Notarised Declaration dated 28<sup>th</sup> June, 2018 made and executed by the Owners, (i) Shri. Narayan Gopalji Chauhan, (ii) Smt. Bhagyalaxmi Narayan Chauhan and (iii) Shri. Yashraj Narayan Chauhan in relation to their ownership rights relating to the said Larger Property, wherein they have inter alia declared

represented and confirmed that there is no attachment, litigation or encumbrance subsisting on the said Larger Property or any part thereof save and except development rights granted by the Owners to Wadhwa under First Development Agreement dated 11<sup>th</sup> June, 2012 and Second Development Agreement dated 28<sup>th</sup> June, 2017;

- E. Procured Notarised Declaration dated 28<sup>th</sup> June, 2018 made and executed by Director of Wadhwa in relation to its Development Rights, wherein Wadhwa has inter alia declared, represented and confirmed that save and except mortgage/charge as setout hereinbelow created by Wadhwa, no other mortgage or charges are created in respect of its development rights or on "the Developer's Allocation" (defined hereinbelow) nor there is any litigation initiated by or against Wadhwa relating to the said Larger Property and that Wadhwa has not created any encumbrances on the said Larger Property and Wadhwa has confirmed that Second Development Agreement dated 28<sup>th</sup> June, 2017 and Special Power of Attorney dated 8<sup>th</sup> September, 2017 in relation to the said Property (defined hereinbelow) in their favour are valid and subsisting and Wadhwa has not committed any breach or non-compliance of the provisions therein contained and further that Wadhwa has not created any third party rights in respect of the development right by way of assignment nor has appointed any Co-developer or entered into Joint Venture Agreement and are in the process of development of the said Property themselves and further there are no circumstances whatsoever

adversely affecting Wadhwa by which Wadhwa would be prevented from exercising development rights under Second Development Agreement dated 28<sup>th</sup> June, 2017;

- F. Since our scope of work does not include considering aspects within the domain of an architect and surveyor, we have not carried out any physical inspection in respect of the said Larger Property;
- G. Since verifying pending litigations in respect of properties becomes difficult due to various reasons including (i) litigations can be filed/instituted in various fora depending upon the relief claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated nor maintained descriptively and not easily available/accessible; and/or (iii) there are no registers maintained in respect of matters referred to arbitration, we have not conducted any searches before any court of law or before any authority (Judicial or otherwise) to verify whether the said Larger Property is subject matter of any litigation.
- H. **We have relied upon:**
- (i) Information in relation to lineage, on the basis of the title documents provided to us;
  - (ii) Information provided to us by the Owners and Wadhwa;
  - (iii) Copy of the Property Register Card in respect of the said Larger Property.

**I. We have assumed that:**

- (i) All documents submitted to us as are photocopies or other copies of original conform to the originals and all such originals are authentic and complete;
- (ii) All signatures and seals of any documents submitted to us are genuine;
- (iii) There have been no amendments or changes to the documents examined by us; and
- (iv) The legal capacity of all natural persons are as they purport it to be;

Based on the aforesaid and from perusal of xerox copies of documents listed in the **FIFTH SCHEDULE** hereunder, search reports for various searches which we have got conducted as above, public notices which we have got published in newspapers as above, representations and declarations made by Owners and Wadhwa under respective Declarations and relying on the information furnished to us by Owners and Wadhwa and on the basis of what is contained in the documents provided to us, we have to certify as under :

**FLOW OF TITLE PERTAINING TO THE SAID LARGER**  
**PROPERTY**

Re: All that piece or parcel of land and situate, lying and being on the East side of J. K. Sawant Marg (formerly known as "Woollen Mill Lane") in the Registration Sub-District and District of Mumbai and Mumbai Suburban containing by

admeasurement as per layout for sub division approved by the Municipal Corporation of Greater Mumbai ("MCGM") and physical survey on site **9315.23 square meters or thereabouts** (as per the Title Deeds admeasuring 10,400 square yards 8695.74 square meters) and registered in the books of Collector of Land Revenue under Final Plot No. 123-B/1 [Old Final Plot Nos. 123-B (part) and old nos. 3454, 4136, 15832] T.P.S. III, Mahim, New C.R.R. No. 1298 [Old C.R.R. No. 620, A/620, 7201] [Laughton Survey Nos. 1/1382, 1383, 1/383(part)], New Cadastral Survey No. 123-B/1 Old Cadastral Survey Nos. 423, 1/423 [Old Cadastral Survey Nos. 424, 1/424, 2/424, 425(part), 1546(part)] of Mahim Division and Registered in the books of the Collector of Municipal Rates and Taxes under G/N Ward Nos. 4022(2), 4023(2), 4025(14-19), 4025(20), 4025(21) [Old Ward Nos. (8-9), (14-19), 4021, 4023, 4025, 4025(6)] and Street Nos. 47B, 47C, 47D, 47E, 47F, 478-479 [Old Street Nos. 47B, 47C, 47D, 47E, 47F, 47G] and bounded as follows :

On or towards the East : by Land bearing C. S. No. 425;

On or towards the West : by building known as "Laxmi Niwas" and beyond that by J. K. Sawant Marg (formerly

known as "Woollen Mill Lane");

On or towards the North : by building known as "Devki Wadi" bearing Final Plot No. 123-A; and

On or towards the South : Partly by Bal Govinddas Road and partly by building known as "Laxmi Niwas".

and hereinafter referred to as **"the said Larger Property"** more particularly described in the **FIRST SCHEDULE** hereunder written.

1. One Gopalji Jagmal Chauhan (hereinafter referred to as **"the said Gopalji"**) and his brothers were seized and possessed of or otherwise well and sufficiently entitled to certain undivided share, right, title and interest in the immovable and moveable properties along with their father Late Shri Jagmal Raja.
2. After the demise of the said Shri Jagmal Raja, for diverse reasons some disputes and differences arose between the said Gopalji and the heirs and legal representatives of the deceased brothers of the said Gopalji and as a result thereof, the said Gopalji alongwith heirs and legal representatives of his deceased brothers referred the said

disputes to Arbitrators, who by virtue of two Awards dated 30<sup>th</sup> March, 1975 and 31<sup>st</sup> March, 1975 respectively divided all the properties, assets and businesses amongst the said Gopalji and the heirs and legal representatives of the deceased brothers of the said Gopalji. Under the above recited awards immovable property being all that pieces or parcels of land admeasuring 11897.32 square meters or thereabouts lying and being on the East Side of J.K. Sawant Marg (formerly known as "Woollen Mill Lane") in the Registration Sub-District and District of Mumbai Suburban and bearing New Final Plot No. 123-B and 123-B/1, TPS III (Old Final Plot No. 123 TPS III), Cadastral Survey Nos. 123-B and 123-B/1 (Old Cadastral Survey Nos. 423, 1/423) of Mahim Division and situate at J. K. Sawant Marg, Mahim, Mumbai 400 016 (hereinafter referred to as "**the said Entire Property**") was allotted exclusively to the said Gopalji.

3. Since then, i.e. 1975 the said Gopalji was holding the said Entire Property in his capacity as karta and manager of his Hindu Undivided Family namely, Gopalji Jagmal (HUF). The said fact is evident from the returns of income and wealth filed by the said Gopalji Jagmal (HUF) with the Income Tax Department wherein the said Entire Property had been recognized and accepted by the Income Tax Department as property of the said Gopalji Jagmal (HUF).
4. The said Gopalji died in Mumbai on 11<sup>th</sup> July, 1978 leaving behind him his wife, (i) Smt. Dhangauriben, his son, (ii) Shri Narayan and his three daughters (iii) Smt.



Bhanuben Harilal Chauhan, (iv) Smt. Sushila Nandlal Tank (since deceased) and (v) Smt. Darshana Dinesh Parmar as his only heirs and legal representatives in accordance with the Hindu Law by which he was governed at the time of his death.

5. Upon the death of the said Gopalji, his son Shri Narayan Gopalji Chauhan became the karta and manager of the above recited Hindu Undivided Family, known as Gopalji Jagmal (HUF) and hereinafter referred to as **"the said Hindu Undivided Family"**.
6. Subsequent to the death of the said Gopalji, the members of the said Hindu Undivided Family along with all other surviving heirs and legal representatives of the said Gopalji by virtue of a Deed of Partition dated 29<sup>th</sup> September, 2003 and duly registered with the Office of the Sub-Registrar of Assurances at Mumbai on 29<sup>th</sup> September, 2003 vide Serial No. BBE-II/05926/2003 severed the said Hindu Undivided Family by partition and in consequence to such partition, Shri Narayan Gopalji Chauhan became entitled to 35% undivided share in the said Entire Property, whereas the wife of Shri Narayan Gopalji Chauhan namely, Smt. Bhagyalaxmi Narayan Chauhan became entitled to 25% undivided share in the said Entire Property, whereas the son of Shri Narayan Gopalji Chauhan namely, Shri Yashraj Narayan Chauhan became entitled to 30% undivided share in the said Entire Property and Smt. Dhangaauriben (since deceased) being the wife of the said Gopalji and mother of Shri Narayan

Gopalji Chauhan became entitled to 10% undivided share in the said Entire Property to the exclusion of all other parties to the said Deed of Partition.

7. The said Smt. Dhangauriben, being the wife of the said Gopalji expired on 5<sup>th</sup> August, 2007 having made her last Will and Testament dated 16<sup>th</sup> June, 2003 and duly registered with the Office of the Sub-Registrar of Assurances at Mumbai on 29<sup>th</sup> September, 2003 under Serial No. BOM-I/5927/2003. Under the said Last Will and Testament, the said Smt. Dhangauriben bequeathed all her undivided share, right, title and interest in the said Entire Property upon her daughter-in-law Smt. Bhagyalaxmi Narayan Chauhan. The aforesaid Will has been proved before the High Court at Bombay by virtue of Probate having been obtained on 30<sup>th</sup> June, 2008 in the Testamentary Petition bearing No. 960 of 2007 by the Sole Executor, Shri Narayan Gopalji Chauhan to the Last Will and Testament of Smt. Dhangauriben.
8. Pursuant to grant of Probate as aforestated, Shri Narayan Gopalji Chauhan as the Sole Executor of the Last Will and Testament of Late Smt. Dhangauriben Gopalji Chauhan, by a formal Deed of Transfer dated 7<sup>th</sup> February, 2011 and duly registered with the Office of the Sub-Registrar of Assurances at Mumbai on 7<sup>th</sup> February, 2011 vide Serial No. BBE/2/00992/2011 has transferred and assigned all the undivided 10% share, right, title and interest in the said Entire Property of Smt. Dhangauriben Gopalji



Chauhan in favour of Smt. Bhagyalaxmi Narayan Chauhan.

9. In the circumstances aforesaid the Owners, (i) Shri Narayan Gopalji Chauhan, (ii) Smt. Bhagyalaxmi Narayan Chauhan and (iii) Shri Yashraj Narayan Chauhan at the relevant time were holding undivided share, right, title and interest in the said Entire Property in the proportion as follows:

Name	% of Share
Shri Narayan Gopalji Chauhan	35%
Smt. Bhagyalaxmi Narayan Chauhan	35%
Shri Yashraj Narayan Chauhan	30%
<b>Total</b>	<b>100%</b>

10. The Municipal Corporation of Greater Mumbai, Deputy Chief Engineer Estate Building Proposal vide its Letter dated 26<sup>th</sup> February, 2010 and upon actual measurement has sub-divided the said Entire Property in two portions viz. Plot 123-B, TPS III admeasuring 2582.09 square meters with building known as "Laxmi Niwas" (fully tenanted) standing thereon (hereinafter referred to as "**the said Laxmi Niwas Property**") and Plot 123-B/1, TPS III being the balance area of the said Entire Property admeasuring 9315.23 square meters i.e. the said Larger Property more particularly described in the **FIRST SCHEDULE** hereunder written. In view of the sub-division, the areas of the two portions recorded incorrect through inadvertence in the Deed of Partition dated 29<sup>th</sup>

September, 2003 setout in paragraph 6 hereinabove are rectified by a Deed of Rectification dated 7<sup>th</sup> February, 2011 and duly registered with the Office of the Sub-Registrar of Assurances at Mumbai on 7<sup>th</sup> February, 2011 vide Serial No. BBE/2/00991/2011.

11. The Owners have transferred and conveyed the said Laxmi Niwas property by a Deed of Conveyance dated 28<sup>th</sup> December, 2010 duly registered with the Office of the Sub-Registrar of Assurances at Mumbai on 9<sup>th</sup> May, 2011 vide Serial No. BBE-2-3661/2011 to Yashraj Finvest and Properties Private Limited.
12. By and under an Agreement for Grant of Right of Way dated 1<sup>st</sup> July, 2014 registered with the Office of the Sub-Registrar of Assurances at Mumbai-1 vide Serial No. 5790 of 2014 and made between the Owners (therein referred to as the Grantors) of the First Part, Wadhwa (therein referred to as the Confirming Party) of the Second Part and Yashraj Finvest and Properties Private Limited (therein referred to as the Grantee) of the Third Part, the Owners with the consent, concurrence and confirmation of Wadhwa, doth thereby irrevocably granted unto the Grantee therein a permanent "right of way" over a portion of the said Larger Property admeasuring 133.00 square meters viz. 1431.61 square feet (approximately) as shown on the plan annexed thereto and permission to the Yashraj Finvest and Properties Private Limited its nominee/s and tenants of the building "Laxmi Niwas" standing thereon to enter upon and pass and re-pass over

and from the said Right of Way leading from the public road known as Bal Govinddas Road for the purpose of development of and access to approach to the adjoining plot without any obstructions.

13. Pursuant to the Conveyance dated 28<sup>th</sup> December, 2010 as recited in paragraph 11 hereinabove, the Owners are left with the balance sub-divided portion of the said Entire Property admeasuring 9315.23 square meters as per layout sub-division approved by the MCGM bearing Final Plot No. 123-B/1, TPS III bearing Cadastral Survey No. 123-B/1 of Mahim Division, being the said Larger Property more particularly described in the **FIRST SCHEDULE** hereunder written.
14. The said Larger Property during the lifetime of the said Gopalji (by and under an Indenture of Lease dated 8<sup>th</sup> July, 1969 and duly registered with the Office of the Sub-Registrar of Assurances at Mumbai vide Serial No. 3385 of 1969) was demised in favour of Bombay Glass Works Private Limited, a Company incorporated under the Companies Act, 1913 and then having its registered office at J. K. Sawant Marg, Mahim, Mumbai 400 016 (hereinafter referred to as "**the said BGW**") and the said BGW was owning all the structures standing on the said Larger Property. The said BGW subsequently on 11<sup>th</sup> June, 2012 has assigned by way of surrender of lease, the said Larger Property along with the structures standing thereon in favour of the Owners as set out in paragraph 21 hereinafter.

15. Sometime in the year 1981, the said Larger Property was reserved for the public purposes of Bus Depot and for widening, if any, of the existing roads and their junction by the Municipal Corporation of Greater Mumbai under the revised development plan. Further, a Declaration under Section 6 of the Land Acquisition Act, 1894 read with Section 126 of the M.R.T.P. Act, 1966 was published by the State of Maharashtra, through the Urban Development Department and the Revenue and Forest Department by Notification dated 20<sup>th</sup> August, 1998 declaring that the said Larger Property was required for Bus Depot for the Brihanmumbai Electric Supply & Transport Undertaking (BEST) and appointed Special Land Acquisition Officer – 7 Mumbai and MSD to perform the functions of Collector, Mumbai and acquire the said Larger Property by the Government for the said purpose.
16. In the intervening period, Shri Narayan Gopalji Chauhan had filed a Writ Petition bearing No. 1931 of 2004 in the High Court, Bombay seeking court's order for directing the BEST Undertaking either to acquire the said Larger Property immediately or to delete the reservation. The Hon'ble Court vide its Order and Judgement dated 6<sup>th</sup> April, 2005 while disposing of the said Writ Petition directed the Special Land Acquisition Officer to proceed under Section 48 of Land Acquisition Act and delete the reservation.
17. Pursuant thereto, the BEST of Brihanmumbai Mahanagar Palika in its meeting held on 27<sup>th</sup> March, 2008 resolved to

delete the reservation for BEST Bus Depot on the said Larger Property and informed Shri Narayan Gopalji Chauhan vide its Letter dated 11<sup>th</sup> April, 2008 to pay the Administration & Establishment Charges to them as and when demanded by the State Government. Further by letters dated 11<sup>th</sup> April, 2008, BEST also informed the Municipal Corporation of Greater Mumbai and the State of Maharashtra about the aforesaid deletion.

18. The Under Secretary to Government of Maharashtra, Urban Development Department vide Notification dated 25<sup>th</sup> October, 2010 bearing Reference No. TPB-4308/1027/Cr-384/08/Ud-11 has sanctioned the release of reservation of BEST Bus Depot on the said Larger Property and has included the same in residential zone on the terms and conditions contained therein.
19. In the circumstances aforesaid, the Owners (i) Shri. Narayan Gopalji Chauhan, (ii) Smt. Bhagyalaxmi Narayan Chauhan and (iii) Shri. Yashraj Narayan Chauhan are the full, free, and absolute owners of the said Larger Property.

**EVENTS PERTAINING TO THE SAID FIRST PORTION**

Re: A portion of all that piece or parcel of land from out of the said Larger Property more particularly described in the First Schedule hereinunder written and situate, lying and being on the East side of Laxmi Niwas building, J. K. Sawant Marg (formerly known as Woollen Mill Lane) in the Registration Sub-District and District of Mumbai and Mumbai

Suburban containing by admeasurement **7929.40 square meters or thereabouts** and registered in the books of Collector of Land Revenue under Final Plot No. 123-B/1, T.P.S. III Cadastral Survey No.123B/1 and Old Nos. 3454, 4136, 15832, C.R. R. No. 620, 7201, A/620 and Laughton's Survey Nos. 1383, 1/1382, 1/383 (Part) Cadastral Survey Nos. 425 (part), 1546 (part) and 424, 1/424, 2/242 of Mahim Division and Registered in the books of the Collector of Municipal Rates and Taxes under 17 (G) Ward Nos. (14-19), (8-9), 4021 and 4023, 4025 and 4025(6) and Street Nos. 47B, 47C, 47D, 47E, 47F and 47G and bounded on or towards the East by Land bearing C. S. No. 425, on or towards the West by building known as "Laxmi Niwas", and beyond that by J. K. Sawant Marg (formerly known as Woollen Mill Lane) on or towards the North by building known as "Devki Wadi" bearing Final Plot No. 123-A on or towards the South Partly by Bal Govinddas Road and partly by the building known as "Laxmi Niwas" and hereinafter referred to as "**the said First Portion**" more particularly described in the **SECOND SCHEDULE** hereunder written.

20. By and under the Development Agreement dated 11<sup>th</sup> June, 2012 (hereinafter referred to as "**the said First Development Agreement**") followed by and read with Rectification Deed dated 1<sup>st</sup> July, 2014 both duly registered with the Office of the Sub-Registrar of Assurances at Mumbai on 7<sup>th</sup> September, 2012 vide Serial



No.BBE3-7593-2012 and on 2<sup>nd</sup> July, 2014 vide Serial No. BBE-1-5788/2014 respectively and executed by and between the Owners (therein referred to as the Owners) of the First Part and the said BGW (therein referred to as the Confirming Party) of the Second Part and Wadhwa (therein referred to as the Developers) of the Third Part, the Owners granted entrusted and conferred upon Wadhwa, the development rights in respect of the said First Portion for construction of building/s by demolishing structures standing thereon and constructing building/s by utilizing consuming and availing estimated FSI (including fungible FSI for residential) of 12,252.23 square meters i.e. 1,31,883 square feet (built-up area) in respect thereof for the consideration and upon the terms and conditions more particularly setout therein. The balance portion admeasuring 1385.83 square meters from out of the said Larger Property with FSI potential thereon was retained by the Owners (being the said Second Portion as defined hereinbelow).

21. Under the said First Development Agreement dated 11<sup>th</sup> June, 2012, the said BGW had assigned by way of surrender of lease, the said Larger Property which includes the said First Portion along with the structures standing thereon in favour of the Owners and by virtue whereof lease in favour of the said BGW in respect of the said Larger Property ceased and had come to an end and interest of the said BGW had reverted back to the Owners who became full and free owners of the said Larger



Property along with the structures standing thereon and the said BGW had vacated the said Larger Property.

22. In pursuance of the said First Development Agreement and Deed of Rectification dated 1<sup>st</sup> July, 2014, the Owners have also executed Irrevocable Power of Attorney dated 11<sup>th</sup> June, 2012 and 1<sup>st</sup> July, 2014 duly registered with the office of the Sub-Registrar of Assurances at Mumbai on 7<sup>th</sup> September, 2012 vide Serial No. BBE3-7596-2012 and on 2<sup>nd</sup> July, 2014 vide Serial No. BBE-1-5789-2014 respectively in favour of the directors/authorized persons of Wadhwa authorizing them to do various acts and deeds in respect of the development of the said First Portion and for such other things as setout therein;
23. Pursuant to the said First Development Agreement, Wadhwa had commenced construction of the residential building to be known as "W-54" on the said First Portion in accordance with the approvals then received from the MCGM.
24. By virtue of Supplemental Agreement dated 29<sup>th</sup> March 2016 duly registered with the Office of the Joint Sub-Registrar of Assurances at Mumbai City-I on 31<sup>st</sup> March, 2016 vide Serial No. BBE-1/2787 of 2016 (hereinafter referred to as "**the said 1<sup>st</sup> Supplemental Agreement**"), the Owners granted development rights in respect of the 15% FSI reservation made in respect of R.G. (Recreation Ground) admeasuring 2484.57 square meters (including Fungible FSI of the R.G.) i.e. 26743.91 square feet built

up area (23489.25 square feet carpet area) of the said Larger Property to Wadhwa on the terms and conditions contained therein for the purpose of putting additional floors on the building under construction, "W-54" on the said First Portion.

25. By virtue of Supplemental Agreement dated 9<sup>th</sup> June 2017 duly registered with the Office of the Joint Sub-Registrar of Assurances at Mumbai City-V on 9<sup>th</sup> June, 2017 vide Serial No. BBE5-3630-2017 (hereinafter referred to as **"the said 2<sup>nd</sup> Supplemental Agreement"**), the Owners permitted Wadhwa to utilize FSI of 257.04 square meters (including fungible FSI) out of the said Second Portion (defined hereinbelow) i.e. residential FSI for completing construction of the building "W-54" including putting 1 additional premises of one 4BHK admeasuring 2190.04 square feet carpet area on 44<sup>th</sup> Floor (Part) of said building "W-54" on the terms and conditions contained therein.
26. In the premises aforesaid, Wadhwa has constructed the said new building known as "W-54" having basement, ground, 4 podiums, one level of service floor and 44 (forty four) upper floors comprising of residential premises on the said First Portion in terms of the Plans sanctioned by MCGM and the provisions of Development Control Regulation 1991 and MCGM has issued Full Occupation Certificate dated 20<sup>th</sup> June, 2017 bearing reference No. CHE/CTY/0572/G/N/337(NEW) in respect thereof;



**EVENTS PERTAINING TO THE SAID SECOND PORTION**

Re: All that piece or parcel of land admeasuring **1385.83 square meters** viz. 14,917.07 square feet or thereabouts being the balance portion of the said Larger Property more particularly described in the First Schedule hereunder written with balance FSI potential in respect of the said Larger Property available for construction thereon for residential building and hereinafter referred to as "**the said Second Portion**" more particularly described in the **THIRD SCHEDULE** hereunder written.

27. The balance portion admeasuring 1385.83 square meters from out of the said Larger Property i.e. the said Second Portion which is more particularly described in the **THIRD SCHEDULE** hereunder written together with balance FSI/TDR FSI potential of the said Larger Property was retained by the Owners until execution of Second Development Agreement in favour of Wadhwa as setout hereinbelow.

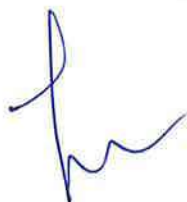
28. One M/s. Regal Cobrites was a tenant in respect of ground floor structure admeasuring 406.01 square meters or thereabouts (built-up area) partly situated on the said Second Portion and partly outside the said Second Portion and forming part of the said Larger Property. M/s. Regal Cobrites under a Deed of Surrender of Tenancy dated 30<sup>th</sup> July, 2012 and duly registered with the Office of the Sub-Registrar of Assurances at Mumbai-I under Serial

No.BBE-1/6642 of 2012 have surrendered their tenancy rights with the confirmation of the said BGW in respect of ground floor structure admeasuring 406.01 square meters or thereabouts (built-up area) to and in favour of the Owners who after taking possession have demolished the said ground floor structure.

29. One M/s. Johnson & Johnson as Lessee was in possession of land admeasuring 1182.80 square meters along with structures standing thereon admeasuring 1010.90 square meters (hereinafter referred to as "**the Johnson's Area**") forming part of the said Second Portion. The Owners have obtained vacant possession of the said Johnson's Area on 7<sup>th</sup> August, 2015 from M/s. Johnson and Johnson upon expiry of its Lease Agreement and since then the Owners are the absolute owners thereof and are in quiet and vacant and absolute possession of the said Second Portion after demolition of all the structures standing thereon.

**EVENTS PERTAINING TO THE SAID PROPERTY**

Re: All that piece or parcel of land admeasuring **1272.86 square meters or thereabouts** being the balance portion of the said Second Portion admeasuring 1385.83 square meters more particularly described in the Third Schedule hereunder written with base FSI of 759.97 square meters or thereabouts and balance TDR/Fungible potential in respect of the said Larger Property more



particularly described in the First Schedule hereunder written available for construction thereon for residential building and bounded on or towards the East by land bearing C.S. No.425, on or towards the West by portion of land bearing Final Plot No.123/B/1 with building "W-54" and beyond by building "Laxmi Niwas", on or towards North by building "W-54" and on or towards South by Bal Govinddas Road and hereinafter referred to as "**the said Property**" more particularly described in the **FOURTH SCHEDULE** hereunder written.

30. Subject to retention of the land area admeasuring 112.97 square meters (not in possession area) out of the said Second Portion admeasuring 1385.83 square meters, the Owners intended to develop the balance portion of the said Second Portion i.e. the said Property admeasuring 1272.86 square meters (area admeasuring 1182.80 square meters and setback area admeasuring 90.06 square meters) and more particularly described in the **FOURTH SCHEDULE** hereunder written.

31. By and under the Development Agreement dated 28<sup>th</sup> June, 2017 duly registered with the Office of the Sub-Registrar of Assurances at Mumbai on 17<sup>th</sup> January, 2018 vide Serial No. BBE3-136-2018 (hereinafter referred to as "**the said Second Development Agreement**") made and executed between the Owners (therein referred to as the Owners) of the One Part and Wadhwa (therein referred to as the Developer) of the Other Part, the Owners have

granted in favour of Wadhwa the right to develop all that piece or parcel of land admeasuring 1272.86 square meters or thereabouts being the balance portion of the said Second Portion i.e. the said Property more particularly described in the **FORTH SCHEDULE** hereunder written by utilizing total permissible FSI on the said Property which includes base FSI of 759.97 square meters or thereabouts and balance FSI potential as available and retained by the Owners for construction of a residential building on the said Property (hereinafter the aforestated FSI potential referred to as "**the said FSI**") for the consideration and upon the terms and conditions more particularly setout therein.

32. The Owners vide their Declaration dated 28<sup>th</sup> June, 2018 have declared that by mistake and/or through inadvertence the area of the said Second Portion in the said Second Development Agreement is mentioned as 1385.44 square meters i.e. 14912.07 square foot or thereabouts, whereas correct area of the said Second Portion is 1385.83 square meters i.e. 14917.07 square foot or thereabouts.

33. The Owners have retained 12497.21square feet carpet area (including TDR/Fungible) from the said FSI for themselves and balance FSI from the said FSI shall become available to Wadhwa for sale of constructed premises in the building to be constructed on the said Property.



34. The Owners under the said Second Development Agreement are entitled to constructed residential premises aggregating to 12497.21 square feet carpet area as defined in RERA i.e. 14996.65 square feet (built-up area) in the warm shell condition in respect of said FSI retained by the Owners and proportionate car parks being 21 (twenty one) as set out in **ANNEXURE "C"** attached to the said Second Development Agreement ("**the Owner's Allocation**") upon the terms and conditions more particularly setout therein.
35. In consideration of Wadhwa obtaining the said FSI sanctioned from MCGM at its cost and expense and Wadhwa agreeing to comply with its obligations, including construction of the Owners Allocation in the new residential building on the said Property in the manner envisaged in the said Second Development Agreement, Wadhwa is entitled to utilize the development rights of duly sanctioned the said FSI for the purpose of putting/constructing a residential building on the said Property and Wadhwa is entitled to sell and transfer balance residential premises constructed and balance car parks ("**the Developer's Allocation**") in the manner stipulated under the said Second Development Agreement.
36. In pursuance of the said Second Development Agreement, the Owners have executed a Special Power of Attorney dated 8<sup>th</sup> September, 2017 duly registered with the Office of the Joint Sub-Registrar of Assurances at Mumbai City-



III on 10<sup>th</sup> January, 2018 vide Serial No. BBE3-137-2018 in favour of the directors/ nominees of Wadhwa set out therein authorizing them to do various acts and deeds in respect of the development of the said Property.

**37. Property Register Card**

The names of (i) Shri. Narayan Gopalji Chauhan, (ii) Smt. Bhagyalaxmi Narayan Chauhan and (iii) Shri. Yashraj Narayan Chauhan are appearing as Owners in the Property Register Card relating to the said Larger Property.

**38. Mortgages**

Wadhwa under an Indenture of Mortgage dated 30<sup>th</sup> May, 2018 duly registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-2-6828/2018 has created mortgage in respect of their development rights in the said Second Portion along with 97 unsold units/flats in the residential building forming part of the Developer's Allocation in favour of Piramal Trusteeship Services Private Limited upon the terms and conditions more particularly setout therein.

**39. Observations:**

Subject to what is stated above in respect of the said Larger Property, we observe as under:



- (a) Save and except development rights granted by the Owners to Wadhwa in terms of the said First Development Agreement and the said Second Development Agreement referred hereinabove and subject to mortgage created in favour of Piramal Trusteeship Services Private Limited by Wadhwa we are of the opinion that title of (i) Shri. Narayan Gopalji Chauhan, (ii) Smt. Bhagyalaxmi Narayan Chauhan and (iii) Shri. Yashraj Narayan Chauhan as Owners to the said Larger Property is clear and marketable and free from encumbrances; and
- (b) Wadhwa as Developer in accordance with the said First Development Agreement has constructed a building known as "W-54" on the said First Portion forming part of the said Larger Property and has obtained Full Occupation Certificate dated 20<sup>th</sup> June, 2017 in respect thereof from MCGM and Wadhwa is entitled to develop the said Property under the said Second Development Agreement dated 28<sup>th</sup> June, 2017 together with powers and authorities conferred in terms of the Special Power of Attorney dated 8<sup>th</sup> September, 2017 referred hereinabove which are not modified, valid and subsisting till this date. Subject to right of the Owners to receive the Owners' Allocation referred hereinabove, Wadhwa has right to sell balance residential premises constructed and balance car parks as may be sanctioned on ownership basis in the new building to be constructed on the said

Property and to set up the ultimate organization as required under applicable laws in terms of authority granted under Second Development Agreement dated 28<sup>th</sup> June, 2017.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
***(Description of the said Larger Property admeasuring 9315.23 square meters)***

All that piece or parcel of land or ground situate, lying and being on the East side of J. K. Sawant Marg (formerly known as "Woollen Mill Lane") in the Registration Sub-District and District of Mumbai and Mumbai Suburban containing by admeasurement as per layout for sub division approved by the MCGM and physical survey on site 9315.23 square meters or thereabouts (as per the Title Deeds admeasuring 10,400 square yards 8695.74 square meters) and registered in the books of Collector of Land Revenue under Final Plot No. 123-B/1 [Old Final Plot Nos. 123-B (part) and old nos. 3454, 4136, 15832] T.P.S. III, Mahim, new C.R.R. No. 1298 [Old C.R.R. No. 620, A/620, 7201] [Laughton Survey Nos. 1/1382, 1383, 1/383(part)], New Cadastral Survey No. 123-B/1 Old Cadastral Survey Nos. 423, 1/423 [Old Cadastral Survey Nos. 424, 1/424, 2/424, 425(part), 1546(part)] of Mahim Division and Registered in the books of the Collector of Municipal Rates and Taxes under G/N Ward Nos. 4022(2), 4023(2), 4025(14-19), 4025(20), 4025(21) [Old Ward Nos. (8-9), (14-19), 4021, 4023, 4025, 4025(6)] and Street Nos. 47B, 47C, 47D, 47E, 47F, 478-479 [Old Street Nos. 47B, 47C, 47D, 47E, 47F, 47G] and bounded on or towards the East by Land bearing C. S. No. 425, on or towards the West by building known as "Laxmi Niwas", and

beyond that by J. K. Sawant Marg (formerly known as Woollen Mill Lane) on or towards the North by building known as "Devki Wadi" bearing Final Plot No. 123-A on or towards the South Partly by Bal Govinddas Road and partly by building known as "Laxmi Niwas".

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
***(Description of said First Portion admeasuring 7929.40 square meters)***

A portion of all that piece or parcel of land from out of the said Larger Property more particularly described in the First Schedule hereinabove written and situate, lying and being on the East side of Laxmi Niwas building, J. K. Sawant Marg (formerly known as Woollen Mill Lane) in the Registration Sub-District and District of Mumbai and Mumbai Suburban containing by admeasurement 7929.40 square meters or thereabouts and registered in the books of Collector of Land Revenue under Final Plot No. 123-B/1, T.P.S. III bearing Cadastral Survey No. 123-B/1 and Old Nos. 3454, 4136, 15832, C.R. R. No. 620, 7201, A/620 and Laughton's Survey Nos. 1383, 1/1382, 1/383 (Part) Cadastral Survey Nos. 425 (part), 1546 (part) and 424, 1/424, 2/242 of Mahim Division and Registered in the books of the Collector of Municipal Rates and Taxes under 17 (G) Ward Nos. (14-19), (8-9), 4021 and 4023, 4025 and 4025(6) and Street Nos. 47B, 47C, 47D, 47E, 47F and 47G and bounded on or towards the East by Land bearing C. S. No. 425, on or towards the West by building known as "Laxmi Niwas", and beyond that by J. K. Sawant Marg (formerly known as Woollen Mill Lane) on or towards the North by building known as "Devki Wadi" bearing Final Plot No. 123-A on or

towards the South Partly by Bal Govinddas Road and partly by the building known as "Laxmi Niwas".

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
***(Description of said Second Portion admeasuring 1385.83 square meters)***

All that piece or parcel of land admeasuring 1385.83 square meters viz. 14,917.07 square feet or thereabouts being the balance portion of the said Larger Property more particularly described in the First Schedule hereinabove written with balance FSI potential in respect of the said Larger Property available for construction thereon for residential building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
***(Description of said Property admeasuring 1272.86 square meters)***

All that piece or parcel of land admeasuring 1272.86 square meters or thereabouts being the balance portion of the said Second Portion more particularly described in the Third Schedule hereinabove written with base FSI of 759.97 square meters or thereabouts and balance TDR/ Fungible potential in respect of the said Larger Property more particularly described in the First Schedule hereinabove written available for construction thereon for residential building and bounded as follows:

On or towards the East : by land bearing C.S. No.425;  
On or towards the West : by portion of land bearing Final Plot No.123/B/1 with building "W-54" and beyond by building "Laxmi Niwas";


On or towards the North : by building "W-54";  
On or towards the South : by Bal Govinddas Road.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**(List of documents perused/scrutinized)**

1. Award dated 30<sup>th</sup> March, 1975;
2. Award dated 31<sup>st</sup> March, 1975;
3. Assessment Order passed by Wealth Tax Department wherein status of assessee, Shri Narayan Chauhan as HUF has been accepted while completing the Income Tax Assessment of the assessee for the year 1978-79;
4. Death Certificate of Gopalji Jagmal Chauhan, who expired on 11<sup>th</sup> July, 1978;
5. Deed of Partition dated 29<sup>th</sup> September, 2003 registered with the Office of the Sub-Registrar of Assurances at Mumbai vide Serial No. BBE-II/05926/2003 on 29<sup>th</sup> September, 2003;
6. Death Certificate of Dhangauriben who expired on 5<sup>th</sup> August, 2007;
7. Last Will and Testament dated 16<sup>th</sup> June, 2003 left by Dhangauriben Gopalji Chauhan registered with the Office of Sub-Registrar of Assurances at Mumbai on 29<sup>th</sup> September, 2003 under Serial No. BOM-I/5927/2003;
8. Probate dated 30<sup>th</sup> June, 2008 obtained from the High Court, Bombay in Testamentary Petition bearing No. 960

of 2007 in respect of Last Will dated 16<sup>th</sup> June, 2003, left by Dhangauriben Gopalji Chauhan;

9. Deed of Transfer dated 7<sup>th</sup> February, 2011 and registered with the Office of the Sub-Registrar of Assurances at Mumbai vide Serial No. BBE/2/00992/2011 on 7<sup>th</sup> February, 2011 executed between Shri. Narayan Gopalji Chauhan and Smt. Bhagyalaxmi Narayan Chauhan;
10. Letter dated 26<sup>th</sup> February, 2010 from the MCGM, Deputy Engineer Estate building proposal regarding sub-division of the said Entire Property;
11. Deed of Rectification dated 7<sup>th</sup> February, 2011 and duly registered with the Office of the Sub-Registrar of Assurances at Mumbai on 7<sup>th</sup> February, 2011 vide Serial No. BBE/2/00991/2011;
12. Deed of Conveyance dated 28<sup>th</sup> December, 2010 registered with the Office of the Sub-Registrar of Assurances at Mumbai on 9<sup>th</sup> May, 2011 vide Serial No. BBE-2-3661/2011 to Yashraj Finvest and Properties Private Limited;
13. Agreement for Grant of Right of Way dated 1<sup>st</sup> July, 2014 registered with the Office of the Sub-Registrar of Assurances at Mumbai-1 vide Serial No. 5790 of 2014 and made between the Owners (therein referred to as the Grantors) of the First Part, Wadhwa (therein referred to as the Confirming Party) of the Second Part and Yashraj



Finvest and Properties Private Limited (therein referred to as the Grantee) of the Third Part;

14. Indenture of Lease dated 8<sup>th</sup> July, 1969 and registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. 3385 of 1969) whereunder the said Larger Property was demised in favour of Bombay Glass Works Private Limited by the said Gopalji;
15. Notification dated 20<sup>th</sup> August, 1998 by Urban Development Department and the Revenue and Forest Department declaring that the said Larger Property was required for Bus Depot for the Brihanmumbai Electric Supply & Transport Undertaking (BEST);
16. Order and Judgement dated 6<sup>th</sup> April, 2005 passed by the Hon'ble High Court disposing off Writ Petition No. 1931 of 2004;
17. Letter dated 11<sup>th</sup> April, 2008 by BEST to Shri. Narayan Chauhan regarding deletion of reservation;
18. Letter dated 11<sup>th</sup> April, 2008 from BEST to Municipal Corporation of Greater Mumbai informing it about deletion of reservation;
19. Letter dated 11<sup>th</sup> April, 2008 from BEST to The State of Maharashtra informing it about deletion of reservation;
20. Notification dated 25<sup>th</sup> October, 2010 bearing Reference No. TPB-4308/1027/Cr-384/08/Ud-11 issued by The Under Secretary to Government of Maharashtra, Urban



Development Department which has sanctioned the release of reservation of BEST Bus Depot on the said Larger Property;

21. Development Agreement dated 11<sup>th</sup> June, 2012 registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No.BBE3-7593-2012 on 7<sup>th</sup> September, 2012 executed by and between Shri. Narayan Gopalji Chauhan & Others, BGW and Wadhwa;
22. Rectification Deed dated 1<sup>st</sup> July, 2014 registered with the Office of the Sub-Registrar of Assurances at Mumbai vide Serial No. BBE-1-5788/2014 on 2<sup>nd</sup> July, 2014 and executed by and between Shri. Narayan Gopalji Chauhan & Others, BGW and Wadhwa;
23. Irrevocable Power of Attorney dated 11<sup>th</sup> June, 2012 duly registered with the office of the Sub-Registrar of Assurances at Mumbai on 7<sup>th</sup> September, 2012 vide Serial No. BBE3-7596-2012 executed by Shri Narayan Gopalji Chauhan & 2 Others in favour of the directors/authorized persons of Wadhwa;
24. Irrevocable Power of Attorney dated 1<sup>st</sup> July, 2014 duly registered with the Office of the Sub-Registrar of Assurances at Mumbai on 2<sup>nd</sup> July, 2014 vide Serial No. BBE1-5789-2014 in favour of the directors/authorized persons of Wadhwa;
25. Supplemental Agreement dated 29<sup>th</sup> March 2016 registered with the Office of the Joint Sub-Registrar of

Assurances at Mumbai City-I vide Serial No. BBE-1/2787 of 2016 on 31<sup>st</sup> March, 2016 executed by and between Shri. Narayan Gopalji Chauhan & Others and Wadhwa;

26. Supplemental Agreement dated 9<sup>th</sup> June 2017 registered with the Office of the Joint Sub-Registrar of Assurances at Mumbai City-V under Serial No. BBE5-3630-2017 on 9<sup>th</sup> June, 2017 executed by and between Shri. Narayan Gopalji Chauhan & Others and Wadhwa;
27. Full Occupation Certificate dated 20<sup>th</sup> June, 2017 bearing reference No.CHE/CTY/0572/G/N/337(NEW) from MCGM;
28. Deed of Surrender of Tenancy dated 30<sup>th</sup> July, 2012 executed by M/s. Regal Cobrites in favour of the Owners;
29. Letter dated 7<sup>th</sup> August, 2015 from Johnson & Johnson Private Limited to Narayan Gopalji Chauhan along with Possession Receipt dated 7<sup>th</sup> August, 2015;
30. Development Agreement dated 28<sup>th</sup> June, 2017 registered with the Office of the Sub-Registrar of Assurances at Mumbai on 17<sup>th</sup> January, 2018 vide Serial No. BBE3-136-2018 and executed by and between Shri Narayan Gopalji Chauhan & Others and Wadhwa;
31. Special Power of Attorney dated 8<sup>th</sup> September, 2017 registered with the Office of the Joint Sub-Registrar of Assurances at Mumbai City-III on 10<sup>th</sup> January, 2018 vide Serial No. BBE3-137-2018 executed by Shri Narayan

Gopalji Chauhan & Others in favour of the directors/  
nominees of Wadhwa;

32. Property Register Card;
33. Search Reports dated 22<sup>nd</sup> February, 2010, 20<sup>th</sup> March, 2014, 21<sup>st</sup> October, 2014 and 30<sup>th</sup> October, 2017 issued by Mr. Eknath S. Gaokar, Title Investigator;
34. Indenture of Mortgage dated 30<sup>th</sup> May, 2018 duly registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No.BBE-2-6828/2018 executed by and between Wadhwa (therein referred to as the Borrower or Mortgagor) and Piramal Trusteeship Services Private Limited (therein referred to as Security Trustee or Trustee or Mortgagee).

This title certificate is based on the provisions of applicable law, prevailing at the present time and facts of the matter, as we understand them to be. Our understanding is based upon and limited to the information provided to us. Any variation of facts or of law may cause a corresponding change in this title certificate.

Dated this 29<sup>th</sup> day of June, 2018.

**LAW POINT**  
Advocates & Solicitors

  
**Trupti B. Mehta**  
Partner

