



# WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0226

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/DJM/10657

## TITLE CERTIFICATE

**Re:** Land admeasuring approximately 11,889.09 square meters, comprising of CTS No. 45 (part), 49 (part), 50 to 53 (part), 54 (part), 56 (part) and 58 (part) situated at Chembur "M" Ward (West), District Kurla, Mumbai 400071 in the registration district and sub district of Mumbai City and Mumbai Suburban (hereinafter referred to as "the said Land"). The said Land is more particularly described in the First Schedule hereunder written.

---

### I. Introduction

- A. Our clients Godrej Landmark Redevelopers Private Limited ("GLRPL") a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Godrej Bhavan, 4th Floor, 4A Home Street, Fort, Mumbai 400 001 and also its office at 201, "C" Wing, 2<sup>nd</sup> Floor, Godrej Coliseum, Near Lokmanya Pan Bazaar, Somaiya Hospital Road, Sion (East), Mumbai 400 022 are developing the said Land under the provisions of Regulation 33 (5) of the Development Control Regulations of Greater Mumbai, 1991 ("DCR") pursuant to the grant of development rights from 21 (twenty one) individual co-operative housing societies, more particularly described in **Second Schedule** hereunder written ("**Individual Societies**") out of which 18 societies (as detailed below) have now been amalgamated into Shell Towers Co-operative Housing Society ("**the said Society**"), a co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 ("**Societies Act**") and bearing Registration No. MUM/MHADDB/HSG/TC/13192, in the manner detailed herein below.
- B. The said Land is a portion of the Larger Land admeasuring 17,541.98 square meters and more particularly described in the **Third Schedule** hereunder written, on which a redevelopment scheme under the provisions of Regulation 33(5) of the Development Control Regulations of Greater Mumbai, 1991 ("DCR") is being undertaken pursuant to the MHADA No-objection Certificate dated 8<sup>th</sup> August 2013 and 12<sup>th</sup> February 2014 (as detailed below) ("**the Redevelopment Scheme**"). The said Land aggregating to 11,839.09 square meters comprises of (i)

*MW*

the 18 Societies Land admeasuring 10217.69 square meters or thereabouts and as defined below, (ii) the Ushakiran Land admeasuring 530.74 square meters and as defined below, (iii) the Shantadurga Land admeasuring 570.33 square meters and as defined below and (iv) the Sai Tarangini Land admeasuring 570.33 square meters and as defined below.

**II. Steps:**

With respect to the issuance of this Title Certificate, we have undertaken the following steps:

**A. With respect to the 18 Societies Land (as defined below)**

1. Perused the original title deeds with respect of the 18 Societies Land on 20<sup>th</sup> March 2012 and a list thereof is annexed hereto and marked as Annexure - "A". We have not undertaken inspection of the original title deeds thereafter.
2. We have conducted a search with respect to the 18 Societies Land (through our Search Clerk Mr. Sameer Sawant) at the Sub-Registrar of Assurances at Mumbai for the last 47 (forty-seven) years i.e. from 1965 to 2011. The search conducted is subject to availability of certain records, and certain records being torn, at the concerned Sub-Registrar's office. A list of documents reflected in the search report dated 22<sup>nd</sup> December 2011 is annexed hereto as Annexure "B".
3. Examined the property register card with respect of the 18 Societies Land.
4. Cause to undertake searches at the Registrar of Companies ("ROC") for the Kamla Landmarc Property Leasing and Finance Private Limited ("Kamla") on 12<sup>th</sup> January 2012.
5. Examined the Title Report dated 22<sup>nd</sup> March 2012, issued by M/s Percept Legal, the Advocates for Kamla.
6. With respect to the facts which cannot be ascertained from the examination of the public records, the 18 Societies have executed a Declaration dated 24<sup>th</sup> March, 2012.

*mw*

7. We have not administered any independent requisitions on title and we have not issued a public notice to invite objections and/or claims with respect to the 18 Societies Land.

**B. With respect to the Ushakiran Society Land (as defined below)**

1. Perused the original title deeds with respect to the Ushakiran Society Land and a list thereof is annexed hereto and marked as **Annexure - "C"**. We have not undertaken inspection of the original title deeds thereafter.
2. We have conducted a search with respect to the Ushakiran Society Land (through our Search Clerk Mr. Sameer Sawant) at the Sub-Registrar of Assurances at Mumbai for the last 48 (forty - eight) years i.e. from 1965 to 2012. The search conducted is subject to availability of certain records, and certain records being torn at the concerned Sub-Registrar's office. A list of documents reflected in the search report dated 16<sup>th</sup> July, 2012 is annexed hereto as **Annexure "D"**.
3. Examined the property register cards with respect of the Ushakiran Society Land.
4. With respect to the facts which cannot be ascertained from the examination of the public records, the Ushakiran Society has executed a Declaration cum Indemnity dated 13<sup>th</sup> November 2012.
5. We have caused a search to be taken in the office of the Registrar of Companies in respect of the charges which may have been registered by M Patankar Build Cons Private Limited ("**Patankar**") formerly known as Patankar Build Cons Private Limited with the office of Registrar of Companies in respect of the Ushakiran Society Land. As reflected therein, no charges have been created by Patankar with respect to the Ushakiran Society Land.
6. Caused the publication of public notices on 8<sup>th</sup> September, 2012 in the Free Press Journal and Navshakti with respect to the Ushakiran Society Land. In response to these notices we have not received any claims.

**C. With respect to the Shantadurga Land (as defined below)**

*mnw*

1. Perused the original title deeds with respect to the Shantadurga Land, a list thereof is annexed hereto and marked as **Annexure - "E"**. We have not undertaken inspection of the original title deeds thereafter.
2. We have conducted a search with respect to the Shantadurga Land (through our Search Clerk Mr. Sameer Sawant) at the office of Sub-Registrar of Assurances at Mumbai for the last 31 (Thirty - one) years i.e. from 1981 to 2012. The search conducted is subject to availability of certain records, and certain records being torn at the concerned Sub-Registrar's office. A list of documents reflected in the search report dated 21<sup>st</sup> August 2012 is annexed hereto as **Annexure "F"**.
3. Examined the property register card with respect of the Shantadurga Land.
4. With respect to the facts which cannot be ascertained from the examination of the public records, the Shantadurga Society has executed a Declaration cum Indemnity dated 4<sup>th</sup> June 2013.
5. Caused the publication of public notices with respect to the Shantadurga Land on 4<sup>th</sup> October 2012 in the following two newspapers i.e. The Free Press Journal and Navshakti. In response to these notices we have not received any claims.

**D. With respect to the Sai Tarangini Land (as defined below)**

1. Caused searches to be undertaken (through our search clerk Mr. Sameer Sawant) at the office of Sub-Registrar of Assurances at Mumbai for the last 49 (forty-nine) years i.e. from 1965 to 2013. The search conducted is subject to availability of certain records and certain records being torn at the concerned Sub-Registrar's office. The document reflected in the search report is annexed hereto as **Annexure - "G"**.
2. Examined the property register card of C.T.S Nos. 54, 54/29 - 54/32 with respect of the Land.
3. Caused the publication of public notices on 4<sup>th</sup> April 2013 in the following two newspapers i.e. The Free Press Journal and Navshakti. In response to these notices we have received one claim as detailed below.

MWV

4. The originals of the title deeds with respect to the Sai Tarangini Land have not been inspected by us as we were informed that the same were not available with the Sai Tarangini Society.

**E. With respect to the said Land**

1. We have conducted a search with respect to the said Land (through Search Clerk Mr. Sameer Sawant) at the Sub-Registrar of Assurances at Mumbai from 2011 to 2014. The search conducted is subject to availability of certain records, and certain records being torn, at the concerned Sub-Registrar's office. At the time of conducting searches, the records of Index-II maintained at the Sub-Registrar's office at Kurla 2, and Kurla 4, were not available for inspection. A list of documents reflected in the search reports dated 28<sup>th</sup> August 2014 are annexed hereto as Annexure "H".
2. We have caused a search to be taken in the office of the Registrar of Companies in respect of the charges which may have been registered by GLRPL with the office of Registrar of Companies in respect of the development rights pertaining to the said Land or any part thereof. As reflected therein, there is one charge created in favour of Godrej Projects Development Private Limited, as more particularly detailed below.
3. We have taken a Declaration dated 16<sup>th</sup> October 2014 from the said Society and 20<sup>th</sup> October 2014 from GLRPL.
4. We have been provided with the Certificate dated 6<sup>th</sup> September 2014 issued by Amit Pawar, Architect.
5. With respect to the searches undertaken at the office of the Sub-Registrar of Assurances at Mumbai, we disclaim any responsibility for the consequences, which may arise on account of non-availability of records or on account of records being torn or mutilated.

**III. Chain of Title**

Maharashtra Housing and Development Authority ("**MHADA**") is the owner of the said Land. MHADA has constructed 21 (twenty one) buildings ("**the said Buildings**") on the said Land each comprising of ground plus two floors and having 12 (twelve) flats. MHADA has executed the following lease deeds and sale

*mm*

deeds in favour of the following co-operative societies registered under the provisions of the Societies Act, the details whereof are stated herein below:-

1. **Chembur Swayamprakash Co-operative Housing Society Limited**  
**("Swayamprakash Society")**

1.1 The Swayamprakash Society was registered under registration no. BOM/HSG/7598 vide its certificate of incorporation dated 7<sup>th</sup> May 1981.

1.2 By and under an Indenture of Lease dated 15<sup>th</sup> May 1997 ("**Swayamprakash Lease**") registered with the Sub – Registrar, Kurla bearing Serial No. PBDR-3/763/97 executed between MHADA (therein referred to as the Lessor of the one part) and Swayamprakash Society (therein referred to as the Society, of the other part), the Lessor therein has demised unto the Swayamprakash Society all that piece and parcel of land bearing Survey No.14 (part) corresponding to CTS No.54 (part) admeasuring 544.45 square meters situated at Chembur in the Registration District and Sub District of Bandra, more particularly described in the Schedule thereunder written ("**Swayamprakash Land**") comprised in the said Land for the consideration and on such terms and conditions as stated therein. The lease is for a period of 99 years commencing from 1<sup>st</sup> April 1980.

1.3 MHADA had constructed a building bearing no. 29 comprising of ground plus two floors having 12 (twelve) flats on the Swayamprakash Land ("**Swayamprakash Building**"). By and under a Deed of Sale dated 15<sup>th</sup> May 1997 registered with the Sub – Registrar, Kurla bearing Serial No. PBDR-3/761/97 ("**Swayamprakash Sale Deed**") executed between MHADA (therein referred to as the Vendor of the one part) and Swayamprakash Society (therein referred to as the Purchaser of the other part), MHADA had conveyed the Swayamprakash Building to the Swayamprakash Society in the manner as stated therein.

2. **Chembur Gulmohar Co-operative Housing Society Limited**  
**("Gulmohar Society")**

2.1 The Gulmohar Society was registered under registration no. BOM/HSG/7600 vide its certificate of incorporation dated 7<sup>th</sup> May 1981.

*mnw*

- 2.2 By and under a registered Indenture of Lease dated 1<sup>st</sup> October, 1996 (“**Gulmohar Lease**”) registered with the Sub – Registrar of Assurances Kurla bearing Serial No. PBDR-3/1294/96 executed between MHADA (therein referred to as the Lessor of the one part) and Gulmohar Society (therein referred to as the Society, of the other part), MHADA had demised unto the Gulmohar Society all that piece and parcel of land bearing Survey No.14 (part) corresponding to CTS No.56 (part) admeasuring 545.85 square meters situated at Chembur in the Registration District and Sub District of Bandra more particularly described in the Schedule thereunder written (“**Gulmohar Land**”) comprised in the said Land for the consideration and on such terms and conditions as stated therein. The lease is for a period of 99 years commencing from 1<sup>st</sup> April 1980.
- 2.3 MHADA had constructed a building bearing no. 21 comprising of ground plus two floors having 12 (twelve) flats on the Gulmohar Land (“**Gulmohar Building**”). By and under a Deed of Sale dated 15<sup>th</sup> May 1997 (“**Gulmohar Sale Deed**”) registered with the Sub – Registrar, Kurla bearing Serial No. 3/1296/1996 executed between MHADA (therein referred to as the Vendor of the one part) and Gulmohar Society (therein referred to as the Purchaser of the other part), MHADA had conveyed the Gulmohar Building situated on the Gulmohar Land to the Gulmohar Society in the manner as stated therein.
3. **Chembur Sahakar Nagar Asmita Cooperative Housing Society Limited (“Asmita Society”)**.
- 3.1 The Asmita Society was registered under registration no. MUM/MHADDB/HSG/TC/12049/2002-2003 vide its certificate of incorporation dated 27<sup>th</sup> March, 2003.
- 3.2 By and under an Indenture of Lease dated 26<sup>th</sup> March, 2010 (“**Asmita Lease**”) registered with the Sub – Registrar, Kurla bearing Serial No. BDR-3/3912/2010 executed between MHADA (therein referred to as the Lessor of the one part) and Asmita Society (therein referred to as the Society, of the other part), the Lessor therein had demised unto the Asmita Society, all that piece and parcel of land bearing Survey No.14 (part) and CTS No. 49 to 58 (part) admeasuring 467.37 square meters situated at Chembur in the Registration District and Sub District of Bandra more particularly described

in the Schedule thereunder written ("**Asmita Land**") comprised in the said Land, for the consideration and on such terms and conditions as stated therein. The lease is for a period of 99 years commencing from 1<sup>st</sup> April 1980.

- 3.3 MHADA had constructed a building bearing no. 37 comprising of ground plus two floors having 12 (twelve) flats on the Asmita Land ("**Asmita Building**"). By and under a Deed of Sale dated 26<sup>th</sup> March, 2010 ("**Asmita Sale Deed**") registered with the Sub – Registrar, Kurla bearing Serial No. BDR-3/3913/2010 executed between MHADA (therein referred to as the Vendor of the one part) and Asmita Society (therein referred to as the Purchaser of the other part), MHADA had conveyed the Asmita Building situated on the Asmita Land to the Asmita Society in the manner as stated therein.

4. Sahakar Nagar Madhukunj Cooperative Housing Society Limited  
("Madhukunj Society").

- 4.1 The Madhukunj Society was registered under registration no. BOM/HSG7678 vide its certificate of incorporation dated 14<sup>th</sup> August, 1981.
- 4.2 By and under an Indenture of Lease dated 31<sup>st</sup> October, 1996 ("**Madhukunj Lease**") registered with the Sub-Registrar, Kurla bearing Serial No. PBDR-3/1421/96 executed between MHADA (therein referred to as the Lessor of the one part) and Madhukunj Society (therein referred to as the Society, of the other part), MHADA had demised unto the Madhukunj Society all that piece and parcel of land bearing Survey No.14 (part) corresponding to CTS No.56 (part) admeasuring 570.33 square meters situated at Chembur in the Registration District and Sub District of Bandra more particularly described in the Schedule thereunder written ("**Madhukunj Land**") comprised in the said Land, for the consideration and on such terms and conditions as stated therein. The Madhukunj Lease is for a period of 99 years commencing from 1<sup>st</sup> April 1980.
- 4.3 MHADA had constructed a building bearing no.14 comprising of ground plus two floors having 12 flats on the Madhukunj Land ("**Madhukunj Building**"). By and under a Deed of Sale dated 31<sup>st</sup> October, 1996 ("**Madhukunj Sale Deed**") registered with the Sub – Registrar, Kurla bearing Serial No. PBDR-3/1419/96 executed between MHADA (therein

mnw



referred to as the Vendor of the one part) and Madhukunj Society (therein referred to as the Purchaser of the other part), MHADA had conveyed the Madhukunj Building situated on the Madhukunj Land to the Madhukunj Society in the manner as stated therein.

5. **Chembur Mini Housing Society Limited (“Chembur Mini”)**.

5.1 The Chembur Mini Society was registered under Registration No. BOM//HSG7650/1981 vide its certificate of incorporation dated 8<sup>th</sup> July, 1981.

5.2 By and under an Indenture of Lease dated 13<sup>th</sup> March, 1997 (“**Chembur Mini Lease**”) registered with the Sub – Registrar, Kurla bearing Serial No. PBDR-3/477/97 executed between MHADA (therein referred to as the Lessor of the one part) and Chembur Mini Society (therein referred to as the Society, of the other part), the Lessor had demised unto the Chembur Mini Society all that piece and parcel of land bearing Survey No.14 (part) corresponding to CTS No.54 (part) admeasuring 574.98 square meters situated at Chembur in the Registration District and Sub District of Bandra more particularly described in the Schedule thereunder written (“**Chembur Mini Land**”) comprised in the said Land, for the consideration and on such terms and conditions as stated therein. The lease is for a period of 99 years commencing from 1<sup>st</sup> April 1980.

5.3 MHADA had constructed a building bearing no. 32 comprising of ground plus two floors having 12 flats on the Chembur Mini Land (“**Chembur Mini Building**”). By and under a Deed of Sale dated 13<sup>th</sup> March, 1997 (“**Chembur Mini Sale Deed**”) registered with the Sub – Registrar, Kurla bearing Serial No. PBDR-3/480/97 executed between MHADA (therein referred to as the Vendor of the one part) and Chembur Mini Society (therein referred to as the Purchaser of the other part), MHADA had conveyed the Chembur Mini Building situated on the Chembur Mini Land to the Chembur Mini Society in the manner as stated therein.

6. **Sahakar Nagar Niramaya Cooperative Housing Society Limited (“Niramaya Society”)**.

mw

- 6.1 The Niramaya Society was registered under registration no. BOM/HSG7803/1982 vide its certificate of incorporation dated 20<sup>th</sup> February, 1982.
- 6.2 By and under an Indenture of Lease dated 13<sup>th</sup> March, 1997 ("**Niramaya Lease**") registered with the Sub – Registrar, Kurla bearing Serial No. PBDR-3/728/97 executed between MHADA (therein referred to as the Lessor of the one part) and Niramaya Society (therein referred to as the Society, of the other part), the Lessor therein had demised unto the Niramaya Society all that piece and parcel of land bearing Survey No.14 (part) corresponding to CTS No.56 (part) admeasuring 574.98 square meters situated at Chembur in the Registration District and Sub District of Bandra more particularly described in the Schedule ("**Niramaya Society Land**") comprised in the said Land, for the consideration and on such terms and conditions as stated therein. The lease is for a period of 99 years commencing from 1<sup>st</sup> April 1980.
- 6.3 MHADA had constructed a building bearing no. 16 comprising of ground plus two floors having 12 (twelve) flats on the Niramaya Society Land ("**Niramaya Building**"). By and under a Deed of Sale dated 5<sup>th</sup> May, 1997 ("**Niramaya Building**") registered with the Sub – Registrar, Kurla bearing Serial No. PBDR-3/730/97 executed between MHADA (therein referred to as the Vendor of the one part) and Niramaya Society (therein referred to as the Purchaser of the other part), MHADA had conveyed the Niramaya Building situated on the Niramaya Society Land to the Niramaya Society in the manner as stated therein.
7. Sahakar Nagar Sunrise Cooperative Housing Society Limited  
("Sunrise Society").
- 7.1 The Sunrise Society was registered under registration no. BOM//HSG7675/1981 vide its certificate of incorporation dated 13<sup>th</sup> August, 1981.
- 7.2 By and under an unregistered Indenture of Lease dated 12<sup>th</sup> March, 1997 ("**Sunrise Lease**") executed between MHADA (therein referred to as the Lessor of the one part) and Sunrise Society (therein referred to as the Society, of the other part), the Lessor therein had demised unto the Sunrise Society, all that piece and parcel of land bearing Survey No.14 (part)