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ADVOCATE & SOLICITOR

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Ref.: _____

Date: 04/03/2010

TO WHOMSOEVER IT MAY CONCERN

Re: (1) Yamuna Nagar Layout bearing old C.T.S. Nos.1/190 to 1/205 and New C.T.S.Nos. 1/190A, 1/190B, 1/190C, 1/190D, 1/190F, 1/190G, & C.T.S. No. 1/D admeasuring 1,17,972.40 sq.yds or thereabouts of Village Oshiwara, Taluka Andheri, Mumbai Suburban District under sanctioned Layout bearing no.CHE/643/BSII/LOKWN.

(2) Property bearing Old C.T.S.No.1/195 & 1/196 and New C.T.S.No. 1/190A (Part) on which a building 'N.G.ROYAL ECLET' is under construction vide MCGM File No.CE/8195/WS/AK.

I have perused the documents of Title, Revenue Records, Search Report, Property Register Cards and have also caused to issued a Public Notice in the newspaper for the purpose of verification of the Title of the above referred lands, and upon investigation of the title, I certify that the title of Oshiwara Land Development Company Ltd., in respect of the above referred lands is clear, marketable and free from encumbrances.

1. Oshiwara Land Development Company Ltd., are seized and sufficiently entitled to 17,00,000 Square Yards of the land bearing Survey NO. 41 (Pt.) of Village Oshiwara, Taluka



Andheri in the Registration district of Mumbai City and Mumbai Suburban Oshiwara Land Development Company Ltd., is hereinafter referred to as "OLDC".

2. By and under an Agreement dated 05.12.1975 executed by and between OLDC, of the One Part and Vinod Parshuram Mahajan as the Chief Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Limited (Proposed) of the Other Part, the said OLDC, permitted the said Promoter to develop the said 17,00,000 square yards of lands for construction of residential buildings thereupon, on the terms and conditions as contained in the said Agreement.

3. As a portion of the above land admeasuring 10,00,000 square yards was earmarked as No Development Zone, the said OLDC and Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Limited (Proposed) entered into a subsequent agreement dated 08.02.1979 whereby the parties thereto mutually agreed to exclude the said 10,00,000 square yards from the scope of the said Agreement dated 05.12.1975 and further recorded therein that terms and conditions as contained in the said Agreement dated 05.12.1975 shall be operative only as regards the portion of the land admeasuring 7,00,000 square yards earmarked under Development Zone.

4. Under the said Agreement dated 08.02.1979, it was further recorded that Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Limited (Proposed) shall be entitled to develop only 6,00,000 square yards out



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of the aforesaid 7,00,000 square yards of land reserved under Development Zone and consequently OLDC reserved for itself the right to develop 1,00,000 square yards of the said land, as more particularly described therein.

5. By and under an agreement dated 28.05.1979 the said OLDC granted unto (1) Kanubhai Ashabhai Patel (2) Ramnikbhai Gordhanbhai Patel and (3) Balendra Bhogilal Shah the right to develop the said 1,00,000 square yards as retained by OLDC, as above on the terms and conditions as contained therein.

6. The Competent Authority constituted under the Urban Land (Ceiling and Regulation) Act, 1976 by its order dated 12.11.1979 issued in favour of OLDC, exempted the said land admeasuring 7,00,000 sq. yds. from the provisions of Chapter III of the said Act, under section 20 of the Urban Land (Ceiling and Regulations) Act, 1976 and permitted OLDC to develop the said entire land admeasuring 7,00,000 square yards, on the terms and conditions as contained in the said Order dated 12.11.1979. The said Order contemplated the transfer of the said land to Shree Sami Samarth Prasanna Co-operative Housing Society Limited (Proposed) Bombay or to its unit or units to be separately registered as a Distinct Co-operative Housing Society or Societies under the Maharashtra Co-operative Societies Act, 1960.

7. Disputes and differences arose between the OLDC and Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. (Proposed) in regard to the right to develop the extent and the area of the land, by each party,



under the agreement dated 08.02.1979, recited herein before, resulting in OLDC terminating the said Agreement dated 05.12.1975 read with Agreement dated 08.02.1979.

8. By an Agreement of Modification dated 21.09.1980 executed by and between OLDC of the One Part and Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. (Proposed) of the Other Part, the said disputes and differences were resolved and the area of 6,00,0000 sq. yds. to be developed by Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. (Proposed) and the area of 1,00,000 sq. yds. to be developed by OLDC were clearly defined in the said Agreement. Moreover, under the said Agreement of Modification the termination of the said Agreement dated 05.12.1975 read with Agreement dated 08.02.1979 by OLDC, as stated above, stood withdrawn and the rights of Vinod Parshuram Mahajan in regard to 6,00,000 sq. yds. as Chief Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd., (Proposed) was duly confirmed.

9. By and under Agreement dated 21.09.1980 executed by and between Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd.(Proposed) of the One part and Kanubhai Ashabhai Patel as the Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) for units Nos.151 to 250 of the Other Part, the said Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd.(Proposed) permitted the said Kanubhai



Ashabhai Patel to develop 1,00,000 sq. yds. out of 6,00,000 sq. yds. of the said land on the terms and conditions as contained in the said agreement dated 21.09.1980.

10. Subsequently, the said Kanubhai A. Patel brought the said property (also known as Yamuna Nagar Layout) into the firm of M/s. Arkay Builders of which he was one of the partner, subject to the rights already created in respect of various plots in the Yamuna Nagar Layout and along with the benefit to exploit the vacant Plots, for construction of Units thereupon. Accordingly, in the above circumstances, M/s. Arkay Builders became entitled to all the right, title and interest in respect of the said property more particularly described in the First Schedule hereunder written.

11. In the premises, M/s. Arkay Builders became entitled to develop an area in aggregate admeasuring 2,00,000 sq.yds. as mentioned in paragraphs 5 and 9. M/s. Arkay Builders got two layouts sanctioned in respect of the said properties, a layout in respect of the area admeasuring 82,027.60 sq.yds. sanctioned by the Authority and known as Millat Nagar layout and another lay out sanctioned in respect of area admeasuring 1,17,972.40 sq. yds. popularly known as Yamuna Nagar Layout. The said Yamuna Nagar Layout area has been described in the First Schedule hereto.

12. By and over a period of time the constitution of the said firm of M/s. Arkay Builders was changed from time to time and ultimately one Ramnikbhai Gordhanbhai Patel became



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entitled to the said firm, as Sole Proprietor thereof, in which the property mentioned in First Schedule hereunder written, came to be vested.

13. The said Ramnikbhai Gordhanbhai Patel under Agreement of Assignment dated 25.04.1989, transferred and assigned all the right, title and interest and benefit as a Proprietor of M/s. Arkay Builders unto Lalitchandra L. Dholakia and consequent thereupon the said Lalitchandra L. Dholakia became the Sole Proprietor of M/s. Arkay Builders with the incidental right to develop the undeveloped Plots of Yamuna Nagar Layout, and to exploit the balance potentiality of the said Layout.

14. Consequently, the said Ramnikbhai G. Patel executed irrevocable Power of Attorney dated 05.05.1989 in favour of Lalitchandra Dholakia empowering the said Lalitchandra L. Dholakia to develop the said Layout property including such vacant plots of the Yamuna Nagar Layout, as described hereinabove.

15. The said Mr. Lalitchandra L. Dholakia by and under Diverse Agreements permitted Mr. Umesh Himmatlal Gandhi, to develop portions of the Yamuna Nagar Layout which are vacant and available for construction of buildings for residential and other use by consuming balance un-exploited F.S.I. generated out of the entire Yamuna Nagar Layout in addition to the Floor Space Index (FSI) in the form of floating FSI popularly known as Transfer of Development Right (TDR) in respect of portions of the Yamuna Nagar Layout earmarked for various reservations such as Playground, Primary School as per the Development Plan of the B.M.C.



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presently prevailing. Mr. Alpesh Kishore Ajmera is a confirming party to the said diverse agreements dated 14.08.2000, referred to above, having confirmed the rights granted unto the said Mr. Umesh Himmatlal Gandhi.

16. The said Mr. Lalitchandra L. Dholakia as the Sole Proprietor of M/s. Arkay Builders executed with Mr. Umesh H. Gandhi amongst other documents, the under mentioned Agreements and in respect of each agreement, separate declaration dated 17.01.2007 has been made by Mr. Umesh H. Gandhi annexing thereto to the Original Agreement which has been registered with the Sub-Registrar of Assurances as per the details given below:-

Sr. No.	Date of Agreement	Particulars	CTS No.	Zone Reservation in D.P.Plan	Registration No.
1.	14.08.2000	Development Agreement	1/195	Primary School	BDR-15/477/2007
2.	14.08.2000	Development Agreement	1/192	Dispensary	BDR-15/478/2007
3.	14.08.2000	Development Agreement	1/196	Playground	BDR-15/479/2007
4.	14.08.2000	Development Agreement	1/200 (Pt)	Residential Zone	BDR-15/480/2007
5.	14.08.2000	Development Agreement	1/203 (Pt)	R. G. Zone	BDR-15/476/2007
6.	14.08.2000	Development Agreement	1/199	Layout R.G.Zone	BDR-15/483/2007
7.	14.08.2000	Development Agreement	1/202 (Pt)	Residential Zone (now R.G.)	BDR-15/474/2007

17. Apart from the said Agreements, Power of Attorneys dated 14.08.2000 came to be executed by and between Mr. Lalitchandra L. Dholakia, Sole Proprietor of M/s. Arkay Builders and Mr. Umesh H. Gandhi, Sole Proprietor of M/s. Poonam Builders and the possession of the



diverse Plots referred to in the said Agreements has been handed over to and Mr. Umesh H. Gandhi was put in possession thereof.

18. By an Agreement dated 16th October, 2003 and made by and between M/s. Arkay Builders through its sole Proprietor Mr. Lalitchandra L. Dholakia of the one part and Mr. Umesh Himmatlal Gandhi carrying on business as Sole Proprietor under the firm name and style of M/s. Poonam Builders of the other Part, the said M/s. Arkay Builders granted all residuary rights title and interest in respect of the said Yamuna Nagar layout and Mr. Umesh Himmatlal Gandhi became entitled to benefit of the said Layout including the internal Road^s, D.P. Road, Recreation Garden and other common amenities' area with a right to treat the entire layout as the recipient / base land and avail of the FSI arising out of or in respect of the said layout, common amenities, area including road/R.G., is also to avail and consume the outside TDR and load the same any part of the said Yamuna Nagar Layout described in the First schedule hereunder written as may be permissible under Development Control Regulations for Greater Mumbai 1991 and consume and construct the buildings and annexes and/or upper floors. A declaration dated 23.07.2007 with the original Agreement annexed to the said declaration made by Mr. Umesh H. Gandhi has been registered with the Sub-Registrar of Assurances at Bandra-1 under Serial No. 6729 of 2007 dated 23.07.2007 and requisite stamp duty and registration charges has been paid in respect thereof.



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19. M/s. Rockline Constructions Company has acquired the right, title and interest from M/s. Arkay Builders, M/s. Dayal Builders and the promoters of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. (Proposed) in respect of the plots nos. C-27, C-28, C-29 and C-30 acquired under Agreement dated 08.04.1986 & 22.07.1986 and Consent Terms filed in the Court.
20. Mr. Vinod Parshuram Mahajan had retired as a Chief Promoter of Shree Swami Samarth Prassana Co-operative Housing Society Ltd. (Proposed) and appointed Mr. Kanubhai Ashabhai Patel as a Chief Promoter. Mr. Kanubhai Ashabhai Patel also retired as a Chief Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd.(Proposed) and Mr.Pravinchandra Odwani was appointed, as a Chief Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd.(Proposed). Under an Agreement including a Power of Attorney both dated 8th April 1986 read with another Agreement and Power of Attorney both dated 22nd July 1986, Mr.Pravinchandra Odwani the Chief Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. (Proposed), gave Development Rights of the property admeasuring about 3175.16 sq.mtrs bearing C.T.S.No.1/200 (Part) at Village Oshiwara, Taluka Andheri, Mumbai Suburban District in respect of Plot Nos.C-27, C-28, C-29 & C-30.
21. Under Deed of Family Partition and Power of Attorney both dated 7th January, 1999 executed by and between the family members, the said property bearing Plot No.C-27, C-28,



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C-29 and C-30 comes to be in favour of Shri. Narendrapal Gupta. Thus, Shri. Narendrapal Gupta became the sole proprietor of M/s Rockline Construction Company.

22. The plot bearing old C.T.S. No.1/195 is under reservation for Primary School and the plot bearing old C.T.S. No. 1/196 is under reservation for Play Ground and are in possession of M/s. Poonam Builders as per diverse deeds.

23. By the mutual consent M/s. Rockline Constructions Company and M/s. Poonam Builders have exchanged their respective plots under the Development Agreement and Understanding dated 31st December 2002 and Rectification Deed dated 17th January, 2003 both duly registered with the Sub-Registrar Assurance, Bandra under Sr.No.BDR-4-526/2003 & BDR-4-527/2003 both dated 23.01.2003.

24. M/s Poonam Builders and M/s. Rockline Constructions Company both reallocated their plots through M.C.G.M. by letter no.CHE/476/DP (WS)/AK dated 15/06/2002 and CHE/2286/DP (WS)/AK dated 04/12/2002.

25. The Competent Authority, under the Urban Land (Ceiling & Regulation) Act, from time to time extended the time under the herein before mentioned ULC permission from 12th November, 1979, time for construction and completion of the buildings and ultimately by an Order dated 30th January, 2009, has been extended for a period of one year and to construct the building subject to the condition as set out in the said Order dated 12th November, 1979.



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26. Disputes and differences arose by and between Mr. Ramnikbhai Gordhanbhai Patel and Mr. Pankaj Lalji Shah, partners of M/s Arkay Builders and Mr. Umesh H. Gandhi, a Sole Proprietor of M/s. Poonam Builders. The said disputes amicably resolved and ultimately, a Memorandum of Understanding and Settlement dated 17th January, 2008 came to be executed by and between M/s. Arkay Builders, a registered Partnership Firm of Mr. Ramnikbhai Gordhanbhai Patel and Mr. Pankaj Lalji Shah, therein called 'the said Arkay' of the one part and the said Mr. Umesh H. Gandhi carrying on business as Sole Proprietor of M/s. Poonam Builders, pursuant to which the said Arkay irrevocably accepted and confirmed the possession of the said Mr. Umesh H. Gandhi of the diverse plots in respect whereof the rights have been acquired from the said Mr. Lalichandra L. Dholakia and the development carried out thereof by the said Mr. Umesh H. Gandhi and/or his Co-developers /nominees and the various approvals obtained and/or to be obtained by the said Gandhi in respect of the said Gandhi's Plot – Yamuna Nagar Layout in consonance with the said MOU and which MOU includes residuary rights, including the right to treat the said Yamuna Nagar Layout as a recipient Plots and avail of and load the outside TDR / FSI and which has been described in the First Schedule hereunder written. The said Arkay also granted a Power of Attorney and furnished a declaration in favour of Mr. Umesh H. Gandhi, a Sole Proprietor of M/s. Poonam Builders.

27. The said Ramnikbhai Gordhan Patel filed a suit in the High Court of Judicature at Bombay in its O.O.C.J. being 3100/96 against Oshiwara Land Development Company Pvt. Ltd.,



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Mr. Vinod Parshuram Mahajan, Chief Promoter of Shree Swami Samarth Prasanna Co-Operative Housing Society Limited (Proposed) & Others. A Consent Term dated 24th March, 2008 came to be executed by and between the Plaintiff and Defendant Nos. 4 to 8 in the said Suit and a decree to be in the said Consent Terms, a copy of the said MOU dated 17th January, 2008 executed by and between the Arkay Builders, a Partnership Firm and Mr. Umesh H. Gandhi came to be annexed as Annexure '6' and inter alia, by clause 7 of the said Consent Terms, the Defendant No. 1 to 4 to the said Suit accepted and confirmed the arrangement and implementation of the said MOU.

28. The said Mr. Ramnikbhai Gordhanbhai Patel and Mr. Pankaj Lalji Shah, partners of M/s Arkay Builders also confirmed the rights of M/s. Rockline Constructions Company vide Declaration dated 23.04.2008.

29. Upon an application being submitted for amendment of layout of the Yamuna Nagar, the Brihanmumbai Mahanagar Palika by a letter dated 10th September, 2003 amended the said Yamuna Nagar Layout and the said Layout has been again amended and approved by a letter dated 17th February, 2009 addressed by the Brihanmumbai Mahanagar Palika.

30. The Collector, Mumbai Suburban District, by an Order dated 28th October, 2004 amalgamated the separate C.T.S. No. of the said Yamuna Nagar Layout and given new City Survey No. as mentioned in the said Order and accordingly old CTS No.1/190 to 1/205 have



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been amalgamated and new C.T.S.No. 1/190A to 1/190G and 1/D came to be mutated and allotted.

31. The Brihanmumbai Mahanagar Palika sanctioned the building proposal and issued the IOD dated 23.06.2004 bearing no. CE/8195/WS/AK for construction of the building namely 'N.G.ROYAL ECLET' on the property bearing new CTS No. 1/190A (Part) and which property has been described in the Second Schedule hereunder written and the Plans have been amended from time to time and CC dated 30.04.2005 has been issued.

32. One Mr.Kirti Shamji Patel has filed a Suit bearing no.9 of 2009 in the High Court of Judicature of Bombay in its O.O.C.J. (said suit) and had taken out a Notice of Motion bearing no.73 of 2009 in the said suit for specific relief versus Oshiwara Land Development Corporation Pvt. Ltd & Ors including M/s. Rockline Construction Company. However, no relief has been granted by the High Court and the said suit is pending in the High Court, Mumbai.

33. I have perused the documents referred to hereinabove. The suit papers and proceedings referred to hereinabove, I have also perused the search report dated 22nd May, 2009 submitted by my search clerk, Mr. N. D. Rane and in my opinion the title of M/s. Oshiwara Land Development Co. Ltd. is marketable free from encumbrances beyond reasonable doubts in respect of the property described in the Second Schedule hereunder written and pursuant to the diverse deeds and documents as mentioned above, M/s. Rockline Constructions Company



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are entitled to construct the building on the property described in the Second Schedule hereunder written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground situate lying and being at Village Oshiwara, Taluka Andheri in the Registration District of Mumbai City and Mumbai Suburban District bearing Survey No.41 (Pt) old CTS Nos.1/190 to 1/205 and new CTS Nos. 1/190A, 1/190B, 1/190C, 1/190D, 1/190F, 1/190G and C.T.S.No.1/D admeasuring about 117972.40 sq.yds equivalent 98638.41 sq.mtrs or thereabout comprised in the layout approved under MCGM File No.CHE/643/BSII/LOKWN and more particularly known as Yamuna Nagar layout.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land or ground situate lying and being at Village Oshiwara, Taluka Andheri in the Registration District of Mumbai City and Mumbai Suburban District bearing Survey No.41 (Pt) and old CTS No.1/195 & 1/196 and new CTS No.1/190A (Pt), admeasuring about 4328.60 sq.mtrs being the forming part of the larger property described in the First schedule hereunder written.

Dated this 4th day of March 2010.



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**[MAHENDRA C. JAIN]
 SOLICITOR**