

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Description of property:

PROPERTY -A

ALL THAT PIECE AND PARCEL OF FREE HOLD LAND having **CTS No. 363** admeasuring **214.6 Sq. Mtrs.** together with a depleted structure on the above plot of land bearing Plot No. 17 -A in the Revenue Village : Wadhavli, Taluka : Kurla , District-Mumbai Suburban, Registration Sub- District of Bandra, constructed in the year on or about 1960 in Registration District and Sub-District of Mumbai City and Mumbai Suburban, Municipal Jurisdiction of "M" Ward Chembur .



PROPERTY -B

ALL THAT PIECE AND PARCEL OF FREE HOLD LAND having **CTS No.**

362admeasuring about **214.6 Sq. Mtrs.**together with a depleted structure on

the above plot of land bearing Plot No.18-B in the Revenue Village : Wadhavli, Page | 2

Taluka : Kurla , District-Mumbai Suburban, Registration Sub- District of Bandra,

constructed in the year on or about 1960 in Registration District and Sub-

District of Mumbai City and Mumbai Suburban, Municipal Jurisdiction of "M "

WardChembur.

PROPERTY -C

ALL THAT PIECE AND PARCEL OF FREE HOLD LAND having **CTS No. 361**

admeasuring **214.6 Sq. Mtrs.** together with a depleted structure on the above

plot of land bearing Plot No. 18 -A in the Revenue Village : Wadhavli, Taluka :

Kurla , District-Mumbai Suburban, Registration Sub- District of Bandra,

constructed in the year on or about 1960 in Registration District and Sub-

District of Mumbai City and Mumbai Suburban, Municipal Jurisdiction of "M "

Ward Chembur.

Tracing of Title:-

- I) **Recitals for the Owners of Property "A" described above.**

WHEREAS



1. "By an INDENTURE dated 15th February 1962 entered in to between the Governor of Bombay therein referred to as the Vendor and one SMT. THANABAI DETARAM MAHBUBANI therein referred to as the Purchaser, Page | 3 the Governor of Bombay was pleased to grant and convey upon the Purchaser a plot of land bearing site/plot no. 17-A, being and forming part of the Survey No. 67, 68, 69, 71, 73, 77-A, 77-B, 77-D and 78 in the village Wadhavali, Chembur, Bombay in the South Salsette Taluka of the Bombay Suburban District, Bombay, and now known as Plot no. 17-A bearing C.T.S. No. 363 Village Wadhavali, Taluka Kurla in the Mumbai Sub Urban District which was duly lodged for registration with the Sub Registrar of Assurance at Bandra under serial no. 543 on 28th March 1962 which was registered under the signature of the Sub Registrar of Assurances.
2. That the said SMT. THANABAI DETARAM MAHBUBANI did not have enough resources to purchase the said plot of Land and therefore as per the request of the said SMT. THANABAI DETARAM MAHBUBANI, thus a Deed of Mortgage dated 19th July 1960 was entered in to between the Governor of Bombay therein referred to as the "The Mortgagee" and one SMT. THANABAI DETARAM MAHBUBANI therein referred to as "The



Mortgagor", being registered with the sub- registrar of Assurances at Bombay under Serial No. 544of 1962 on the day of 28th March 1962.

3. The said SMT. THANABAI DETARAM MAHBUBANI being referred as the Page | 4
Mortgagor in the Deed of Mortgage as referred herein above, having repaid the said amount of loan together with interest due and payable thereon to the Mortgagee i.e. the Governor of Bombay, requested to re-convey to the said SMT. THANABAI DETARAM MAHBUBANI the said land hereditaments and premises more particularly described herein above as Property "A" and therefore a Deed of Re-conveyance was executed between the Governor of Maharashtra and the said SMT. THANABAI DETARAM MAHBUBANI for the re-conveyance of the property more particularly described as Property "A" herein under, the said Deed of Re-conveyance was registered with the Sub Registrar of Assurances at Bandra, Bombay vide serial no. 671on the 30th March 1967,
4. By a Deed of Conveyance Dt. 22nd May 1967 the said SMT. THANABAI DETARAM MAHBUBANI sold and conveyed the said premises vide a registered Conveyance Deed in favor of Shri Omprakash Nandlal Chhabria and the said Deed of Conveyance has been registered before the Sub Registrar of Assurances at Serial No. 1183 OF 1967.



5. By an Agreement for Sale Dt. 24th January 1981 Mr. Omprakash Nandlal

Chhabria agreed to sell to Smt. Sheetal Sunny Saigal, who is the current

Owner of the premises described as Property "A". As the said Page | 5

agreement was not registered the Owner "A" got the same registered

before the Sub-Registrar of Assurances at serial no 8765 on 10th August

2011. The name of the said Owner is also being incorporated in the

property register card as the title holder.

6. The said Smt. Sheetal Sunny Saigal thereafter constructed a bungalow

which is now in a depleted condition, the said depleted structure & the

plot is jointly referred to as **the said Property "A"** described above and

wish to go for the redevelopment of the said property "A".

II) Recitals for the Owners of Property "B" described above.

WHEREAS

1. One Shri. Madhavdas Bodaram Jaisingh had purchased from the Government a semi detached house marked "B" on Plot No 18 admeasuring 255.6 sq yards being and situate at Collectors Colony, Village Wadhavali, Chembur, Mumbai 400 074 and in respect thereof he had been issued a Sanad Dt. 15th February 1962 duly signed by the Additional Collector of Bombay and B.S.D. and also had been issued a



Deed of Conveyance Dt. 15th February 1962 duly executed between him as the Purchaser and the Government of Bombay as the Vendor and signed by the Additional Collector, Bombay and B.S.D. for and on behalf of the Governor of Bombay and registered with the Sub Registrar, Bandra at Serial No. 545 of 1962 of Additional Book No 1, Vol. 67 at page No 17 and 18 on 3rd March 1962. Page | 6

2. The said plot being semi detached House marked as "B" of Plot No. 18 admeasuring 255.6 sq. yards equivalent to 214.6Sq.Mts. had been mortgaged by the said Shri. Madhavdas Bodaram Jaisingh with the then Governor of Bombay under an Indenture of Mortgage Dt. 15th February 1962 and registered with the Sub Registrar of Assurances at Bandra, Bombay at serial No 546 of 1962.
3. The said mortgage was released and the abovesaid premises had been re-conveyed by the Governor of Maharashtra by the hand of the Additional Collector of Bombay Suburban District by and under a Deed of Re-Conveyance (Redemption) Dt. 13th December 1971 and registered with Sub Registrar, Bandra, at serial no 891 of 1971.
4. The said Madhavdas Bodaram Jaisingh has sold and conveyed the said premises to Shri. Gopaldas Balchand Hassija by and under the Deed of



Conveyance Dt. 27th December 1971 and registered with the Sub Registrar of Assurances, Bandra at registration Serial No 1980 of 1971.

5. The said Shri. Gopaldas Balchand Hassija under the Deed of Conveyance Dt. 18th April 1986 has sold and conveyed the said premise as more specifically set out in the schedule to 1) Mr. Pamandas Lakhumal Lohana 2) Mrs. Janakibai Pamandas Lohana 3) Mr. Lalchand Pamandas Lohana and the same is registered before the Sub Registrar of Assurances at Serial No 1660 of 1986. The name of the said purchasers was reflected in the property register card.
6. They then thereafter constructed and made additions / alterations to the bungalow, which is now in a depleted condition. The said depleted structure and the plot is hereinafter referred to as the **Property "B"** which is more particularly described above.
7. MR. PAMALDAS LAKHUMAL LOHANA died intestate on Dt. 22.10.1987 leaving behind the 1) Mrs Janakibai Pamandas Lohana 2) Mr Lalchand Pamandas Lohana , 3) Mr. Rajesh Pamandas Lohana 4) Mr Deepak Pamandas Lohana 5) Mrs. Pushpa Hassanand Dadlani nee Ms. Chandra PamandasLohana, 6) Mrs.Jyoti Ashok Saraf nee Ms. Jyoti Pamandas Lohana 7) Mrs. RekhaKishore Chandnani nee Ms.Jyoti Pamandas



Lohana, 8) Mrs. Sharmila Rajkumar Sukhwani nee Ms.Sharmila Pamandas Lohana as the legal heirs unto his shares.

8. Mrs. Pushpa Hassanand Dadlani nee Ms. Chandra Pamandas Lohana, Page | 8

Mrs. Jyoti Ashok Saraf nee Ms. Jyoti Pamandas Lohana, Mrs. Rekha Kishore Chandnani nee Ms. Jyoti Pamandas Lohana, Mrs. Sharmila Rajkumar Sukhwani nee Ms. Sharmila Pamandas Lohana have executed a Deed of Relinquishment in favor 1) Mrs. Janakibai Pamandas Lohana 2) Mr. Lalchand Pamandas Lohana , 3) Mr. Rajesh Pamandas Lohana 4) Mr. Deepak Pamandas Lohana, who are the of the Owners now of Property "B" described herein above and the same is registered before the Sub Registrar of Assurances at Serial No 4554 of 2014 Dt. 4rth June 2014 thereby releasing their rights, title and interest whatever and what so ever in the property described herein above as Property "B" and as such the Owners "B" herein are having absolute right and interest in respect of the property as described in the Property "B" and have all the rights to deal with the same.

9. The Owners "B" of the Property "B" desires to go for the development and re development of the property as the existing bungalow is in a depleted condition and therefore appoint Developer to proceed for the same.



III) Recitals for the Owners "C"

WHEREAS

1. One Mrs. Radhabai Lekhraj by an Indenture Dt. 4th June 1963 and Sanad of the even date became the Owner of the semi detached house constructed on Plot no 18 A situate in Collectors Colony, Chembur, Mumbai forming part of Survey No 67, 68, 69, 71, 73, 77A, 77B, 77D and 78 in Wadhwali Village, Chembur, admeasuring 214.6 sqmtrs.
2. By an Indenture Dt 13th April 1967 registered before the Sub Registrar of Assurances at serial no 814 of 1967 the said Mrs. Radhabai Lekhraj sold all the right, title and interest in respect of the said property to Mrs. Sharanjit Parduman Singh. The name of the purchaser herein is incorporated in the property register Card.
3. The said Mrs. Sharanjit Parduman Singh executed a gift deed in favor of her son, by virtue of which he becomes the Owner of the Property "C" described above and the same is being registered before the Sub Registrar of Assurances at Sr. no 3957 of 2000 Dt 17th October 2000.
4. The said Mrs. Sharanjit Parduman Singh constructed and made additions / alterations to the bungalow which is now in a depleted condition. The Owner herein is desirous of developing the said property and

Page | 9

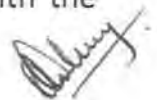


therefore have approached the Developers with the proposal of the development of the said Property "C".

- IV) **AND WHEREAS** the Owners "**A""B"** and "**C"** respectively herein are desirous of developing their properties and therefore have approached the Developers with the proposal of the development of the **Property "A", Property "B"** and the **Property "C"** hence thus the said **Property "A", Property "B"** and the **Property "C"** is hereinafter jointly referred as the **SAID PROPERTY**.
- V) After mutual discussions and various offers given by the Developers the Owners of their respective properties have agreed to go in for development and re development of their respective properties jointly as the said properties described above are adjoining each other and have **M/s AAYUSH AND ARRTHA Realtors LLP**, (hereinafter referred to as the Developer) being a Partnership Firm duly registered under Limited Liability Partnership Act 2008, having its administrative office at 614/615, Shrikant Chambers, Sion – Trombay Road, Chembur, Mumbai – 400 071 and having its Registered office at 1301, Safal Heights 1, V.N. Purav Marg, Moti Baugh, Chembur, Mumbai 400071, to carry out the development and



re development jointly of all the Property "A" "B" and "C" described above and hence pursuant to the same have entered into an Agreement for Redevelopment of the property dated 08th January 2015 registered before the Sub Registrar of Assurances at Sr No 275 of 2015 entered into between the Owners and the Developers, the Developers are seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of land or ground situate lying and being at **CTS No. 363** admeasuring about **214.6 Sq. Mtrs** together with a depleted structure on the above Plot bearing Plot No. 17 -A , **CTS No. 362** admeasuring **214.6 Sq. Mtrs.** together with a depleted structure on the above of Plot bearing Plot No. 18-B AND **CTS No. 361** admeasuring about **214.6 Sq. Mtrs** together with a depleted structure on the above Plot bearing Plot No. 18 -A in the Revenue Village : Wadhavli, Taluka: Kurla , District-Mumbai Suburban, Registration Sub- District of Bandra, in Registration District and Sub-District of Mumbai City and Mumbai Suburban, Municipal Jurisdiction of "**M**" **Ward** Chembur and vide the said Development Agreement the Developer herein has been vested with the power and the right to carry out the development and the re development work on the property as described above. In consonance with the



Development Agreement the Owners herein have also executed a Power of Attorney Dt 08th January 2015 in favor of the partners of the Developers herein granting them all the rights for carrying out the development and re development work on the said property, the same being registered before the Sub Registrar of Assurances at Sr No 276 of 2015.

VI) **AND WHEREAS** title search has been taken in respect of the properties described above and one Mr. Nityanand Yadav has carried out the search in respect of the properties for the period from 1965 to 2014 and after scrutinizing the same, no encumbrances can be seen in the said report.

CERTIFICATE

I, Mr Akhilesh Dubey, Advocate and Solicitor, state that I have perused the papers as mentioned above with respect to the above mentioned described property being all that pieces or parcels of land or ground situate lying and being at **CTS No. 363** admeasuring about **214.6 Sq. Mtrs** together with a depleted structure on the above Plot bearing Plot No. 17 -A , **CTS No. 362** admeasuring **214.6 Sq. Mtrs.** together with a depleted structure on the above of Plot bearing Plot



No. 18-B AND CTS No. 361 admeasuring about 214.6 Sq. Mtrs

together with a depleted structure on the above Plot bearing Plot No.

18 -A in the Revenue Village : Wadhavli, Taluka: Kurla , District-Mumbai Page | 13

Suburban, Registration Sub- District of Bandra, in Registration District

and Sub-District of Mumbai City and Mumbai Suburban, Municipal

Jurisdiction of "M" Ward Chembur, and do not find any encumbrances

or hindrances over the marketable title of the above mentioned

described property. I also have to say that Mr. Arun Jadhvani is

authorized to sign applications to the MCGM pertaining to the

development of the project. The said opinion has been prepared by me

on the basis of the records and the papers produced before me and no

extenuating circumstances have been taken into account.

Akhilesh Dubey



Advocate and Solicitor (U.K)