

Mrs. S. M. Thakkar  
Mr. M. S. Parekh  
Mrs. A. J. Jasani

## PURNANAND & CO.

(REGD.)  
ADVOCATES & SOLICITORS

FORT CHAMBERS, 'C',  
2ND FLOOR,  
85 TAMARIND LANE,  
FORT, MUMBAI - 400 023.  
PHONE : +91 22 4017 8181  
FAX : +91 22 2265 0940  
E-mail : mail@purnanand.co.in

To,

Ref.: M/ 309.

M/s. Aryamaan Developers Pvt. Ltd.,  
1 Hetal, Zaver Road,  
Mulund (W), Mumbai - 400 080,

Sub: Land admeasuring 70,554.42 sq. mts. or thereabouts  
bearing C.T.S. No. 194 (part) lying, being and situate at  
Village Ghatkopar, Vasantrya Naik Maha Marg, (Eastern  
Express Highway), ("**Property**")

---

Dear Sir,

At your request, we have investigated your title in respect of the above Property.

We have perused various documents and permissions. We have issued public notice inviting claims, if any. Till date we have not received any claim or objection. We have also caused search to be taken with office of Sub Registrar of Assurances, Mumbai, Bandra and Kurla. As per the Search report, barring some of the records, which are in torn conditions, the report does not show any encumbrances.

The above property is part of land bearing CTS No. 194, which is owned by the Public Works Department, State of Maharashtra ("**PWD**"). The said CTS No.194 was a very large piece of land admeasuring about 5,66,166 sq.mts. ("**Larger Land**"). Part of the said Larger Land admeasuring 70,554.42 sq.mts. was encroached upon by various slum dwellers/occupants and is a censused "slum" as per the provisions of as per provisions

of the Maharashtra Slum Area (Improvement, Clearance & Redevelopment) Act, 1971 ("**Slum Act**").

The slum dwellers/occupants of the said Property proposed to form two Separate Societies viz. Sant Namdeo Co-Operative Housing Society (Prop.) ("**Namdeo Society**") and Juni Ramabai Co-Operative Housing Society (Prop.) ("**Ramabai Society**"), and are subsequently registered. Namdeo Society and Ramabai Society are hereinafter collectively referred to as the "**Societies**".

In accordance with provisions of the Slum Act and D.C. Regulation 33(10) read with Appendix – IV, a scheme for Slum Rehabilitation can be considered, if 70% or more eligible slum dwellers in a viable stretch at one place agree to join a rehabilitation scheme. Slum dwellers of the respective Societies by separate Resolutions decided to redevelop the slums occupied by them and appointed you as the developer.

By a Development Agreement dated 12<sup>th</sup> October 2005 made between Namdeo Society and yourselves, the said Namdeo Society has granted development rights in respect of the area occupied by their members. Similarly by a Development Agreement dated 29<sup>th</sup> November 2005 made between Ramabai Society and yourselves, the said Ramabai Society has granted development rights in respect of the area occupied by their members (hereinafter collectively referred to as "**Development Agreements**"). Pursuant thereto an application was made to the Slum Rehabilitation Authority ("**SRA**") for approval of Slum Rehabilitation Scheme.

Mrs. S. M. Thakkar  
Mr. M. S. Parekh  
Mrs. A. J. Jasani

## PURNANAND & CO.

(REGD.)  
ADVOCATES & SOLICITORS

FORT CHAMBERS. 'C',  
2ND FLOOR,  
65 TAMARIND LANE,  
FORT, MUMBAI - 400 023.  
PHONE : +91 22 4017 8181  
FAX : +91 22 2265 0940  
E-mail : mail@purnanand.co.in

The said property was under reservation for various public purposes. The Chief Executive Officer, SRA with a view to effectively redevelop the slum area, along with all Buildable & Non-Buildable Reservations and rehabilitate the existing slum dwellers, amalgamated the scheme of both Societies having combined area of 70,554.42 sq. mts. and has issued Letter of Intent ("**LOI**") bearing Nos. SRA/ENG/1560/N/STGL/LOI and SRA/ENG/1253/N/ STGL/LOI dated 12<sup>th</sup> April, 2010. The SRA has subsequently issued Revised Amalgamated LOI dated 9<sup>th</sup> January, 2017 for development of the said Property on the terms and conditions therein mentioned.

PWD by its letter dated 30<sup>th</sup> November, 2010 have given their No Objection for implementation of your Slum Rehabilitation Scheme on the terms and conditions therein contained.

You, through your Architect, submitted a lay-out for development of the said property, which is duly sanctioned by SRA vide Sanction bearing No.SRA/ENG/506/N/STGL/LAY dated 21<sup>st</sup> September, 2011 as modified by Sanction dated 13<sup>th</sup> January, 2017. In accordance with sanctioned lay-out, the said property has been divided into various sub-plots namely Rehab Component, Buildable & Non-Buildable Reservations, Free Sale Component, Road etc.

Part of the said Property admeasuring 10,500 sq.mts. is under reservation for RG. In accordance with the Order passed by the Hon'ble High Court in Writ Petition No. 1152 of 2002 any land under reservation for RG cannot be developed without consent of

the Hon'ble High Court. You, through SRA have taken out a Notice of Motion No. 481 of 2011 for permission of the Court to realign RG area within the said Property. By an Order dated 11<sup>th</sup> April, 2012 the Hon'ble High Court permitted you to realign RG area, to enable you to carry out Slum Rehabilitation Scheme subject to terms and conditions therein contained.

You have submitted building plans for construction of Rehab Buildings as well as Free Sale buildings on the Rehab Component and Free Sale Component respectively, which have been duly approved by SRA from time to time.

The Environment Clearance Certificate was granted to you on 7<sup>th</sup> December, 2011. In accordance with Office Memorandum dated 12<sup>th</sup> April, 2016 issued by Govt. of India, Ministry of Environment, Forest and Climate change, Environment Clearance is automatically extended for a period of 7 years from the date of Sanction.

In accordance with Provisions of Slum Rehabilitation Scheme read with Regulation 1.11 of Appendix – IV, if any Scheme is approved on the land belonging to Govt./Municipal authority, then SRA is required to execute Lease for a period of 30 years, renewable for a further period of 30 years in respect of the Rehab Component in favour of the Society formed by the Slum Dwellers and similar lease is required to be executed in respect of Free Sale Component in favour of the Society/Association of the Purchasers and in the interim period, SRA may execute lease in respect of Free Sale Component, in favour of the Developer.

Mrs. S. M. Thakkar

Mr. M. S. Parekh

Mrs. A. J. Jasani

**PURNANAND & CO.**

(REGD.)

ADVOCATES & SOLICITORS

FORT CHAMBERS. 'C',  
2ND FLOOR,  
65 TAMARIND LANE,  
FORT, MUMBAI - 400 023.  
PHONE : +91 22 4017 8181  
FAX : +91 22 2265 0940  
E-mail : mail@purnanand.co.in

As above S.R. Scheme is on land belonging to PWD, upon completion of the Scheme, subject to your complying with the terms and conditions contained in the LOI, SRA is inter alia required to execute lease of Free Sale Component in your favour or in favour of Society/Association of the Purchasers.

Subject to what is stated hereinabove, in our opinion, title of PWD, State of Maharashtra in respect of the above property is clear and marketable and you are entitled to develop the said Property subject to you complying with terms and condition contained in the LOI dated 12<sup>th</sup> April, 2010 as modified by LOI dated 9<sup>th</sup> January, 2017 as well as various permissions granted by the concerned authorities including order dated 11<sup>th</sup> April 2012 passed by the Hon'ble High Court in Notice of Motion No.481 of 2011.

Dated this 5<sup>th</sup> day of April, 2017

Yours faithfully,

For Purnanand & Co.



Partner